



NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

Printed by the authority of the  
**Industrial Registrar**  
10-14 Smith Street, Parramatta, N.S.W.

## CONTENTS

Vol. 395, Part 13

8 December 2023

Pages 1499 — 1678

		Page
Awards and Determinations —		
Crown Employees (Australian Music Examinations Board (NSW) Examiners, Assessors and Chief Examiners) Award 2020	AR	1499
Crown Employees (NSW Department of Premier and Cabinet) - Museum of Applied Arts and Sciences Electrical Preparators Award 2022	AR	1512
Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust Building and Mechanical Trades Employees) Award 2022	AR	1518
Crown Employees Wages Staff (Rates of Pay) Award 2022	AR	1529
Insurance and Care NSW Award 2022	AR	1551
Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2022 - 2023	AR	1621
Taronga Conservation Society Australia Salaried Employees Award	AR	1643
Roads and Maritime Services (Traffic Signals Staff) Award 2019	VIRC	1670
INDEX FOR VOLUME 395		1676
END OF VOLUME 395 OF THE N.S.W. INDUSTRIAL GAZETTE		1678

## CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS BOARD (NSW) EXAMINERS, ASSESSORS AND CHIEF EXAMINERS) AWARD 2020

### AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 January 2023.

E. ROBINSON, *Industrial Registrar*

### Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9151	19 June 2020	3 June 2020	388	849
C9764	17 November 2023	1 January 2023	395	1145

### AWARD

#### PART A

##### 1. Arrangement

Clause No.      Subject Matter

##### PART A

1. Arrangement
2. Dictionary
3. Anti-Discrimination
4. Covid-19 Video Examinations
5. Marking Rates - Base Rates
6. Marking Rates (Written)
7. Examining Rates (Practical)
8. Examining Rates (Covid-19 Video Examinations)
9. Meal Allowance
10. Travel and Living Allowance
11. Family Leave Provisions
12. Chief Examiners
13. Minimum Payment
14. Superannuation
15. Salary Sacrifice to Superannuation
16. Deduction of Unions' Membership Fees
17. No Further Claims
18. Hours of Work
19. Conditions of Examining and Marking
20. Examination Procedures
21. Recruitment of Examiners and Assessors
22. Performance Development
23. System Improvements
24. Dispute Resolution Procedures

25. Duties as Directed
26. Work Health and Safety
27. Termination of Services
28. Area, Incidence and Duration

## PART B

### MONETARY RATES

- Table 1 - Base Rates  
Table 2 - Allowances for Chief Examiners  
Table 3 - Other Rates and Allowances

## 2. Dictionary

- 2.1 "AMEB (NSW)" means the Australian Music Examinations Board of New South Wales, which is the State agency in New South Wales of the Australian Music Examinations Board.
- 2.2 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.3 "Chief Examiners" means persons employed to provide expert advice on all aspects of syllabus development and interpretation, examination practice and procedures, and professional issues relating to the training, development and conduct of examiners, and other duties as directed by the State Manager, for a group of instruments.
- 2.4 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *NSW Education Standards Authority Act 2013*. The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 2.5 "Covid-19" means the infectious disease also known as Novel Coronavirus.
- 2.6 "Covid-19 Restrictions" means restrictions imposed by the New South Wales or Federal government that prevent face-to-face AMEB (NSW) practical examinations from occurring.
- 2.7 "Covid-19 Video Examinations" means AMEB (NSW) practical examinations that take place during Covid-19 Restrictions and are conducted externally and on-screen.
- 2.8 "Employees" means Chief Examiners, Assessors and Examiners employed by the NSW Education Standards Authority.
- 2.9 "Examination Headquarters" means the Australian Music Examinations Board Music Studios at 117 Clarence Street, Sydney.
- 2.10 "Examiners" means persons employed to undertake the AMEB (NSW) practical examinations at the AMEB (NSW) headquarters and other various locations throughout New South Wales and paid by the number of hours worked.
- 2.11 "ICT" means Information and Communications Technology, including, but not limited to, internet capabilities, software, and computers.
- 2.12 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.13 "Parties" means the NSW Education Standards Authority, the Australian Education Union New South Wales Teachers Federation Branch and the Independent Education Union of Australia NSW/ACT Branch.

- 2.14 "State Manager" means the State Manager, AMEB (NSW), employed under the *Government Sector Employment Act 2013* by the NSW Education Standards Authority and accountable to the Chief Executive Officer, NSW Education Standards Authority for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.15 "Superannuation Guarantee Contribution (SGC)" is the minimum compulsory level of superannuation contributions employers are required to make for their employees under the Commonwealth's Superannuation Guarantee legislation.
- 2.16 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch and the Independent Education Union of Australia NSW/ACT Branch.

### 3. Anti-Discrimination

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

### 4. Covid-19 Video Examinations

- 4.1 During Covid-19 Restrictions, examiners shall view and assess AMEB (NSW) practical examinations externally and on-screen by way of a video that is submitted by the person undertaking the exam.
- 4.2 The conduct of online assessment is being developed in stages. This will also allow for on-screen Examiners who are engaged to assess Covid-19 Video Examinations will be provided with mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.
- 4.3 Examiners will be required to use their own ICT facilities, including internet, to view and assess Covid-19 Video Examinations.
- 4.4 The Parties agree that these arrangements are a temporary measure and do not set a precedent for any future negotiations for external on-on-screen marking on a long-term basis. These arrangements remain

in force during and until the cessation of COVID-19 Restrictions or subsequently until and including a date agreed by the Parties.

### 5. Marking Rates - Base Rates

- 5.1 Assessors and examiners are engaged on a casual basis, depending on the number of candidates enrolled in written and practical examinations. The base rate of pay is as set out in Table 1 - Base Rates of Part B, Monetary Rates.
- 5.2 The conduct of online assessment is being developed in stages. This will also allow for on-screen assessment preliminary to grade 2 (Theory, Musicianship and Music Craft) to be automatically marked by computer from 2010. During the transition from paper based to online examinations, paper based examinations will continue to be marked by assessors and remunerated in accordance with clause 5.1.

### 6. Marking Rates (Written)

- 6.1 The rate for the marking of written examination papers by assessors shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates, divided by the number of papers to be marked in one hour for each subject and grade, as set out below:

Examination and grade theory	No. of papers per hour	Examination and grade musicianship	No. of papers per hour	Speech and drama	No. of papers per hour
1	15	1	15	4	3
2	14	2	14	5	3
3	10	3	10	6	2
4	8	4	7	7	1.5
5	6	5	7		
6	5	6	6		
7	3	7	3		
		8	3		

### 7. Examining Rates (Practical)

- 7.1 The rate for face-to-face practical examining for examiners shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.

### 8. Examining Rates (Covid-19 Video Examinations)

- 8.1 The rate for the marking of Covid-19 Video Examinations shall be the base rate specified in Table 1 - Base Rates of Part B, Monetary Rates.
- 8.2 Examiners will be entitled to a one hour minimum payment when assessing Covid-19 Video Examinations.

The hours of work shall otherwise be calculated based on the elapsed time of each individual examination and will include one minute additional paid time for each examination in recognition of the time required to transition between each video.

- 8.3 Examiners assessing Covid-19 Video Examinations will be paid an External Onscreen Marking Allowance in line with that paid to Higher School Certificate markers engaged in external onscreen marking, specified in Table 4 of the Higher School Certificate Marking and Related Casual Employees Rates of Pay and Conditions Award 2021.

### 9. Meal Allowance

- 9.1 Meal allowances are payable to examiners and shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.
- 9.2 Meal allowances are not payable to examiners conducting Covid-19 Video Examinations.

### 10. Travel and Living Allowance

- 10.1 An allowance as set out in Item 1 of Table 3 - Other Rates and Allowances of Part B, Monetary Rates, is payable in respect of travel within the metropolitan area to the AMEB (NSW) examination headquarters. This allowance is not payable more than once in relation to any given day.

The travel allowance is based on the allowance rates for casual use of motor vehicles applied to an average 40 km and paid pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

- 10.2 The travel allowance for examiners who are required to travel to venues other than the AMEB (NSW) examination headquarters or from outside the metropolitan area to the AMEB (NSW) examination headquarters, is based on the use of a private motor vehicle paid on the greater of:

10.2.1 the basis of cents per kilometre up to 8,000 kms per annum and over 8,000 kms per annum at the respective rates as set out in Item 2 of the said Table 3 and is payable to examiners in respect of each km travelled in excess of the total distance between the examiner's usual place of residence and the AMEB (NSW) examination headquarters or 40 kms, whichever is the lesser, and in circumstances where a rental motor vehicle is not utilised; or

10.2.2 the cost of public transport or, at the sole discretion and with the prior approval of the State Manager, taxi cabs, as substantiated by receipts or other acceptable proof of expenditure; or

10.2.3 the rate pursuant to subclause 10.1 of this clause.

- 10.3 The travel allowance shall be adjusted in accordance with the above formulae and with the rates as determined by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

- 10.4 Where it is reasonable for examiners required to travel pursuant to subclause 10.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance paid at the applicable rate pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

### 11. Family Leave Provisions

- 11.1 The Chief Executive Officer must not fail to re-engage an Employee because:

11.1.1 The Employee or Employee's spouse is pregnant; or

11.1.2 The Employee is or has been immediately absent on parental leave

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

- 11.2 Personal Carers entitlement for Employees

11.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary

requirements set out below in subclause 11.3, and the notice requirements set out in subclause 11.4.

11.2.1.1 A family member for the purposes of above is:

a spouse or family member; or

a de facto spouse being a member of the opposite sex to the Employee who lives with the Employee as her husband or as his wife on a bona fide domestic basis although not legally married to that Employee; or

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 or legal guardian), a grandparent, grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or a relative of the Employee who is a member of the same household, where for the purposes of this definition:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

"household" means a family group living in the same domestic dwelling

11.2.2 The Chief Executive Officer and the Employee shall agree on the period 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 Employee is not entitled to any payment for the period of non-attendance.

11.2.3 The Chief Executive Officer must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.

11.3 The Employee, shall if required:

11.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or

11.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.

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

11.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).

11.5 Bereavement entitlements for Employees



- 11.5.1 Employees are entitled to not be available to attend work or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- 11.5.2 The Chief Executive Officer 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 Employee is not entitled to any payment for the period of non-attendance.
- 11.5.3 The Chief Executive Officer must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.
- 11.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

## **12. Chief Examiners**

- 12.1 Chief Examiners shall be remunerated on a per annum allowance basis ascending according to student candidature in each respective instrument group. Chief Examiners are responsible for:
- 12.1.1 syllabus development and interpretation;
  - 12.1.2 examination practice and procedures;
  - 12.1.3 professional issues relating to the training, development and conduct of examiners and assessors;
  - 12.1.4 other duties as directed by the State Manager.
- 12.2 Chief Examiners shall be remunerated by way of an allowance, paid annually and determined according to the candidature in their respective instrument group, as set out in Table 2 - Allowances for Chief Examiners of Part B, Monetary Rates.

## **13. Minimum Payment**

- 13.1 No examiner scheduled to conduct face-to-face examinations on any day shall be paid for less than three hours, calculated in accordance with this award, from the time examining commences

## **14. Superannuation**

- 14.1 All examiners, assessors and Chief Examiners shall be entitled to occupational superannuation at the applicable SGC rate for all payments pursuant to clauses 5, Marking Rates - Base Rates, 6, Marking Rates (Written), and 7, Examining Rates (Practical).

## **15. Salary Sacrifice to Superannuation**

- 15.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 5, Marking Rates-Base Rates, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 15.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:

- 15.2.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
- 15.2.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 5 in the absence of any salary sacrifice to superannuation made under this award.
- 15.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- 15.3.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
- 15.3.2 subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 15.4 Where an employee makes an election in terms of subclause 15.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 15.5 Where the employee is a member of a superannuation scheme established under:
- 15.5.1 the *Police Regulation (Superannuation) Act 1906*;
- 15.5.2 the *Superannuation Act 1916*;
- 15.5.3 the *State Authorities Superannuation Act 1987*;
- 15.5.4 the *State Authorities Non-contributory Superannuation Act 1987*; or
- 15.5.5 the *First State Superannuation Act 1992*,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 15.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 15.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 15.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 5 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.
- 15.7 Should there be any delay in the scheduled increases in the Superannuation Guarantee Contributions, the parties will agree to vary the Award by consent to amend the increases to salaries and salary related allowances as appropriate.

## **16. Deduction of Unions' Membership Fees**

- 16.1 The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.

- 16.2 The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 16.3 Subject to 16.1 and 16.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the unions' rules, provided that the employer has authorised the employer to make such deductions.
- 16.4 Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employee's union membership accounts.
- 16.5 Unless other arrangements are agreed to by the employer and the unions, all unions' membership fees shall be deducted on a fortnightly basis.
- 16.6 Where an employee has already authorised the deduction of union's membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **17. No Further Claims**

- 17.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2023, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

### **18. Hours of Work**

- 18.1 The core paid hours of work for examiners shall be seven hours a day. Hours of work for examiners shall be scheduled by the State Manager between the bandwidth hours of 8.00 a.m. to 6.00 p.m. on any day of the week. However, Sunday work shall also be subject to examiner availability.
- 18.2 Examiners shall be entitled to a one-hour unpaid meal break between the hours of 12 noon and 2.00p.m., except in the case of examiners conducting Covid-19 Video Examinations in which case the Hours of Work provisions of clause 8.2 apply.
- 18.3 Examiners shall be entitled to a morning and afternoon tea break of ten minutes each, which shall count as time worked, except in the case of examiners conducting Covid-19 Video Examinations in which case the Hours of Work provisions of clause 8.2 apply.
- 18.4 The rates specified in Table 1 - Base Rates of Part B, Monetary Rates incorporate loadings for casual engagement, sick leave and pro rata holidays, excepting the extended leave provisions of the *Government Sector Employment Act* 2013.
- 18.5 Work scheduled after the examiner has worked the core paid hours of work from Monday to Saturday and all work scheduled on a Sunday shall be paid at the appropriate rate as set out in Table 1 - Base Rates of Part B, Monetary Rates loaded by 50 per cent.
- 18.6 With the exception of the home to the first scheduled examining venue and the return home from the final examining venue travelling time between scheduled examining venues on the same day shall be paid at the rate applicable to the scheduled hours of work.

### **19. Conditions of Examining and Marking**

- 19.1 Examiners and assessors shall strictly adhere to the official timetable, other than in circumstances recognised by the State Manager as being beyond their control.
- 19.2 The State Manager shall ensure that all examination centres have adequate facilities and that all occupational health and safety requirements are met. Where facilities are identified as inadequate, examiners are to assist by reporting to the State Manager to ensure remedial action can be initiated.

- 19.3 The AMEB (NSW) shall supply appropriate identification to examiners to be worn during their hours of work.

## **20. Examination Procedures**

- 20.1 The examination procedures shall be in accordance with the Handbook for Examiners, issued annually by the AMEB (NSW), after consultation between the parties.

## **21. Recruitment of Examiners and Assessors**

- 21.1 The AMEB (NSW) selection criteria for the recruitment of examiners and assessors include:
- 21.1.1 relevant music and/or speech and drama qualifications;
  - 21.1.2 developed skills in teaching and performance;
  - 21.1.3 excellent interpersonal skills;
  - 21.1.4 communications skills and ability to articulate concepts clearly;
  - 21.1.5 constructive, supportive and analytical report writing skills;
  - 21.1.6 sound understanding of the stylistic elements essential to performance;
  - 21.1.7 demonstrated knowledge of the AMEB (NSW) repertoire, syllabus requirements and regulations;
  - 21.1.8 demonstrated a professional understanding of the standards obtainable at each grade level within the syllabus and availability to examine.
- 21.2 Successful applicants shall be required to undertake mandatory induction training as appropriate and approved by the AMEB (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.

## **22. Performance Development**

- 22.1 The performance development scheme already agreed by the parties for examiners and assessors addresses three objectives and shall:
- 22.1.1 ensure that Chief Examiners and examiners and assessors engage in an appraisal process designed to improve the quality of examinations, and to focus it on the teaching and learning objectives of the AMEB (NSW);
  - 22.1.2 provide work reports to examiners and assessors who need these for employment purposes;
  - 22.1.3 assist examiners and assessors whose performance is causing concern.
- 22.2 The parties are to monitor the implementation of the performance development scheme and agree to appropriate refinements if required.
- 22.3 Training and Development - The annual training and development meeting of examiners and assessors shall continue to be conducted by the relevant adviser. Participating examiners and assessors shall continue to be considered to be on duty for this session.

## **23. System Improvements**

- 23.1 The AMEB (NSW) acknowledges its continuing obligation to:
- 23.1.1 provide appropriate training to assist examiners in dealing with teachers, parents and candidates and in preparing examination reports;

23.1.2 ensure teachers, parents and candidates are aware of the appropriate avenues of securing feedback from examiners on candidate performance.

23.2 Implementation of Revised Procedures - The parties agree to consult and co-operate in the development and implementation of operational and examination and assessment procedures.

#### **24. Dispute Resolution Procedures**

24.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:

24.1.1 Should any dispute (including a question or difficulty) arise, discussions shall be held between the State Manager and the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.

24.1.2 If the dispute is not resolved at this level, the matter shall be referred to the Chief Executive Officer, NSW Education Standards Authority or nominee, to enable discussions at this level with the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.

24.1.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

#### **25. Duties as Directed**

25.1 The State Manager or delegate may direct an employee to carry out such duties which are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties do not promote deskilling.

25.2 Any directions issued by the State Manager pursuant to subclause 25.1 of this clause shall be consistent with the State Manager's responsibility to provide a safe and healthy working environment.

#### **26. Work Health and Safety**

26.1 For the purposes of this clause, the following definitions shall apply:

26.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family 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.

26.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family 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 employer which might otherwise have been carried out by the other employer's own employees.

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

26.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;

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

- 26.2.3 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
- 26.2.4 ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- 26.3 Nothing in this clause 26 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- 26.4 Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

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.

- 26.5 This clause operates from 21 March 2006.

### **27. Termination of Services**

- 27.1 Any examiner is entitled to two weeks' notice of termination of scheduled services, or payment for the hours scheduled as an examiner, except where termination of services is on account of misconduct of any kind or any unsatisfactory standard of work, or voluntary withdrawal by the examiner.

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

- 28.1 This award covers all persons employed by the NSW Education Standards Authority as AMEB (NSW) Examiners, Assessors and Chief Examiners.
- 28.2 This award rescinds and replaces the Crown Employees (Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers) Award 2017, published 15 May 2020 (388 I.G. 727).
- 28.3 This award shall take effect on and from 1 January 2020 with a nominal term until and including 31 December 2022.

## **PART B**

### **MONETARY RATES**

**Table 1 - Base Rates**

	Amount Per Hour \$
Base rate on and from 1 January 2020	87.63
Base rate on and from 1 January 2021	89.62
Base rate on and from 1 January 2022	91.45
Base rate on and from 1 January 2023	95.11

**Table 2 - Allowances for Chief Examiners**

Chief Examiners per annum allowance	2.5% On and from 1/1/20 \$	2.27% On and from 1/1/21 \$	2.04% On and from 1/1/22 \$	4% On and from 1/1/23 \$
Level 1: candidature 0 to 100	1,034	1,058	1,079	1,122
Level 2: candidature 101 to 3,000	2,075	2,122	2,165	2,252
Level 3: candidature 3,001 to 15,000	3,109	3,180	3,245	3,375
Level 4: candidature Over 15,001	4,142	4,236	4,322	4,495

**Table 3 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	On and from 1/1/20 \$	On and from 1/1/21 \$	On and from 1/1/22 \$	On and from 1/1/23 \$
1	10.1	Metropolitan travel allowance to AMEB (NSW) examination headquarters	10.88	10.88	10.88	12.48
2	10.2	Travel allowance per km outside metropolitan area:				
		-Up to 8,000 km per annum	0.6800	0.6800	0.6800	0.7800
		-Over 8,000 km per annum	0.272	0.272	0.272	0.312

E. ROBINSON, *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF PREMIER AND  
CABINET) - MUSEUM OF APPLIED ARTS AND SCIENCES  
ELECTRICAL PREPARATORS AWARD 2022**

**AWARD REPRINT**

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

**Schedule of Variations Incorporated**

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9752	20 October 2023	1 July 2023	395	519

**AWARD**

**Index**

**PART A**

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Wage Rates
6.	General Conditions of Employment
7.	Consultative Committee
8.	Grievance and Dispute Handling Procedures
9.	Classification Standards
10.	Anti-Discrimination
11.	Area Incidence and Duration
12.	No Extra Claims
13.	Savings and Rights

**PART B**

**MONETARY RATES**

Table 1 - Rates of Pay

**PART A**

**1. Title**

- 1.1 This Award shall be known as the "Crown Employees (NSW Department of Premier and Cabinet) - Museum of Applied Arts and Sciences Electrical Preparators Award 2022".



## 2. Parties

2.1 This Award has been made between the following parties:

The Industrial Relations Secretary

Electrical Trades Union of Australia, NSW Branch

## 3. Definitions

"Act" means the *Government Sector Employment Act 2013*.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

"Department" means the NSW Department of Communities and Justice.

"Department Head" means the Secretary of the NSW Department of Communities and Justice.

"Industrial Relations Secretary" means the Secretary of the Premier's Department as defined in s49 of the Act.

"Operative Date" means the date on which this Award is made by the Industrial Relations Commission of New South Wales and becomes legally binding on the parties.

"Staff" means and includes all persons in ongoing employment or temporarily employed under the provisions of the *Government Sector Employment Act 2013*, and who, as at the operative date of this Award were occupying one of the roles covered by this Award, or who, after that date, are appointed to or employed in one of such roles.

"Supervision" means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of staff.

"Union" means the Electrical Trades Union of Australia, NSW Branch.

## 4. Intention

4.1 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.

4.2 The Award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff, and the community.

## 5. Wage Rates

5.1 The wage rates paid to staff covered by this Award are specified in Table 1 - Rates of Pay of Part B, Monetary Rates.

5.2 These rates will move in accordance with the Crown Employees Wages Staff (Rates of Pay) Award 2022 as varied or any replacement award.

## 6. General Conditions of Employment

6.1 Conditions of employment are regulated by the *Government Sector Employment Act 2013* and its Regulations and Rules.

6.2 Conditions provided by this Award are:

6.2.1 The ordinary working hours shall be an average of thirty-five per week.

- 6.2.2 All allowances previously paid to staff covered by this Award, including the Licence Allowance, Tool Allowance and Leading Hand Allowance, are to be rolled into salary.
- 6.2.3 As from the date of effect of this Award, staff covered by this Award shall not be required to provide their own tools.
- 6.2.4 Employees will be entitled to an additional holiday on a working day nominated by the Department Head within the period between Boxing Day and New Year's Day. This holiday applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award 2021.
- 6.3 Conditions provided by other Awards
- 6.3.1 Conditions of employment not regulated by this clause shall be covered by the Crown Employees (Skilled Trades) Award 2022 except for Overtime, Travelling Compensation and Excess Travelling Time for which provisions of the Conditions Award shall apply and;
- 6.3.2 Any other conditions not regulated by this Award or the Crown Employees (Skilled Trades) Award 2022 shall be provided by the Conditions Award as varied.
- 6.4 Where there is any inconsistency between this Award, the Crown Employees (Skilled Trades) Award 2022 and the Conditions Award this Award shall prevail to the extent of the inconsistency.
- 6.5 Flexible Working Hours
- Flexible Working Hours: The Museum of Applied Arts and Sciences Flexible Working Hours Agreement of 1999 shall govern the employees covered under this award in terms of the hours of duty and flexible working hours.
- 6.6 Union Deduction
- Subject to a staff member making written authorisation, the Department shall deduct from the staff member's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

## **7. Consultative Committee**

- 7.1 The Museum of Applied Arts and Sciences ETU/Management Consultative Committee shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Secretary of the Museum of Applied Arts and Sciences with regard to any matters regarding the implementation of this Award.
- 7.2 The ETU/Management Consultative Committee shall consist of representatives of management and representatives of the unions which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.
- 7.3 Should the parties to the ETU/Management Consultative Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in Clause 8 will be followed.

## **8. Grievance and Disputes Settling Procedures**

- 8.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.
- 8.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

- 8.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 8.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 8.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 8.6 The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- 8.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 8.8 A staff member, at any stage, may request to be represented by the Association.
- 8.9 The staff member or the Association on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- 8.10 The staff member, Association, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 8.11 Whilst the procedures outlined in subclauses 8.1 to 8.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

## 9. Classification Standards

- 9.1 A role falling within the scope of this Award shall have assigned to it a classification level determined in accordance with the classification standards detailed below. Progression in each level is detailed below.
- 9.1.1 Electrical Preparator Grade 1: There are three salary levels for incremental progression. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.
- 9.1.2 Electrical Preparator Grade 2: There is a soft barrier from Grade 1. Progression will be determined by satisfactory attendance after 12 months at the Year 3 level of Grade 1, availability of work at the higher level of duties as specified in the role description and satisfactory performance of the higher level of duties. Approval for progression will be in accordance with the Museum of Applied Arts and Sciences' Delegation Manual. There are 2 salary levels in Grade 2. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.
- 9.1.3 Senior Electrical Preparator: This is a promotional role and there are two levels in this classification. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.

## 10. Anti-Discrimination

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

## 11. Area Incidence and Duration

- 11.1 This Award applies to all staff of the Museum of Applied Arts and Sciences who are currently employed in the classifications defined in Part B, Table 1 of the Crown Employees (Skilled Trades) Award 2022.
- 11.2 This Award rescinds and replaces the Crown Employees (NSW Department of Premier and Cabinet) - Museum of Applied Arts and Sciences Electrical Preparators Award 2021 published 24 December 2021 (391 I.G. 323) and all variations thereof.
- 11.3 This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

## 12. No Extra Claims

- 12.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

**13. Savings and Rights**

- 13.1 At the time of making this Award, no person covered by this Award will suffer a reduction in his or her rate of pay or any loss of or diminution in his or her conditions of employment as a consequence of the making of this Award.

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

Clause 5 - Wage Rates	From the first full pay period on or after 1.7.22 (2.53%) (per year) \$	From the first full pay period on or after 1.7.23 (4%) (per year) \$
<b>Electrical Preparator - Grade 1</b>		
Year 1	67,407.00	70,103.00
Year 2	69,261.00	72,031.00
Year 3	71,201.00	74,049.00
<b>Electrical Preparator - Grade 2</b>		
Year 1	73,900.00	76,856.00
Year 2	76,788.00	79,860.00
<b>Senior Electrical Preparator - Grade 1</b>		
Year 1	79,952.00	83,150.00
Year 2	81,407.00	84,663.00

---

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND  
HERITAGE - ROYAL BOTANIC GARDENS AND DOMAIN TRUST  
BUILDING AND MECHANICAL TRADES EMPLOYEES) AWARD  
2022**

**AWARD REPRINT**

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

**Schedule of Variations Incorporated**

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9790	27 October 2023	1 July 2023	395	618

**AWARD**

PART A

**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Effects of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
6.	Wage Rates
7.	General Conditions of Employment
7A.	School Based Apprentices
8.	Consultative Committee
9.	Dispute Resolution Procedures
10.	Classification Standards
11.	Anti-Discrimination
12.	Salary Packaging Arrangements including Salary Sacrifice to Superannuation
13.	Area, Incidence and Duration
14.	No Extra Claims
15.	Savings and Rights

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Table 2 - Allowances

## PART A

### 1. Title

- 1.1 This Award shall be known as the Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award 2022.

### 2. Parties

- 2.1 This Award has been made between the following parties:

The Industrial Relations Secretary for the Office of Environment and Heritage (OEH);

Construction, Forestry, Mining Energy Union (New South Wales Branch); and

NSW Plumbers and Gasfitters Employees' Union n.

### 3. Definitions

"Act" means the *Government Sector Employment Act 2013*.

"Award" means this Award.

"OEH" means the Office of Environment and Heritage.

"Organisation" means the Office of Environment and Heritage.

"Chief Executive" means the Chief Executive of the Office of Environment and Heritage.

"Employee" means and includes all persons employed under the provisions of the *Government Sector Employment Act 2013* and who have been assigned to a role covered by this Award.

"Operative Date" means the date on which this Award is made by the Industrial Commission of New South Wales and becomes legally binding on the parties.

"Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

"Supervision" means, in addition to normal supervisory responsibilities, the assessment, evaluation and training of employees.

"Union" means the:

Construction, Forestry, Mining Energy Union (New South Wales Branch) (CFMEU); and

The New South Wales Plumbers and Gasfitters Employees' Union;

having regards for their respective coverage.

### 4. Intention

- 4.1 It is intended that this Award will align the wages of the employees employed under this Award with the employees employed under the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2016 published 13 May 2022 (391 I.G. 1222).
- 4.2 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.

- 4.3 The Award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the employees, and the community.

## **5. Effect of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009**

- 5.1 The parties agree:
- 5.1.1 Overtime - The overtime provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied, or any replacement Award shall apply to all employees covered by this Award.
- 5.1.2 Travelling Compensation - The travelling compensation provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or any replacement Award shall apply to all employees covered by this Award.
- 5.1.3 The provisions of paragraphs 5.1.1 and 5.1.2 shall apply in lieu of the provisions of the Crown Employees (Skilled Trades) Award 2022, as varied or replaced, in respect of Excess Fares and Travelling Time, and Overtime.
- 5.2 Conditions of employment for employees covered by this Award are to be regulated by the following hierarchy:
- (i) this Award where stated; or
- (ii) the Crown Employees (Skilled Trades) Award 2022 where not regulated by this Award; or
- (iii) any conditions not regulated by this Award or the Crown Employees (Skilled Trades) Award 2022 shall be provided by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied or replaced.
- 5.3 Where there is an inconsistency between this Award, the Crown Employees (Skilled Trades) Award 2022 and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied or replaced, this Award shall prevail to the extent of the inconsistency.

## **6. Wage Rates**

- 6.1 The wage rates paid to employees covered by this Award are specified in Part B, Rates and Allowances, Table 1.
- 6.2 Apprentice trades employees shall be paid a percentage of the rate of pay applicable to Level Five Year 1:

Year One	45%
Year Two	60%
Year Three	75%
Year Four	85%

## **7. General Conditions of Employment**

- 7.1 Except as otherwise provided in this Award, employees shall be entitled to and shall observe the conditions of employment made pursuant to the provisions of the Act.
- 7.2 The ordinary working hours shall be an average of 38 hours per week worked over a four (4) week settlement period.
- 7.3 Rostered Days Off - rostered days off (RDOs) shall be taken on days set by mutual agreement between employees and management. Where mutual agreement is not reached between employees and management as to the date on which the employee's RDO is to be taken, then the employee shall be entitled to take the day set by the Industry as the RDO for that month.



- 7.3.1 The parties agree that a nine-day fortnight will operate. The additional RDO shall be taken on a day agreed to by the parties to this Award.
- 7.3.2 Employees may, by mutual agreement with management, accrue up to three (3) RDOs in any one year.
- 7.4 Allowances
- 7.4.1 The parties agree that all allowances previously paid to employees covered by this Award, including the Pager Allowance, have been rolled into salary with the exception of the allowances in paragraphs 7.4.2, 7.4.3 and 7.4.4, the rates for which are specified in Table 2 - Allowances of Part B, Rates and Allowances.
- 7.4.2 Chokage Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to an employee required to perform chokages.
- 7.4.3 Asbestos Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to an employee required to work with asbestos.
- (i) The parties agree that employees who are required to work with asbestos will be provided with the appropriate safety equipment.
- (ii) The parties also agree that employees have the right to refuse to work with asbestos if it is considered that such work is too hazardous to safely work with.
- 7.4.4 Plumbers' Licence Allowance and Plumbers' Registration Allowance - the allowances will be paid to employees required to act on such a Licence.
- 7.4.5 Having regard to clause 6.1 of this Award, allowances contained in Part B, Table 2 have been increased by 4% per annum from the first pay period on or after 1 July 2023.
- 7.5 Emergency Call-outs - Where an employee covered by this Award is called out after hours to respond to an emergency alarm, they shall be paid a minimum of four hours overtime.
- 7.6 Employees covered by this Award are not required to provide their own tools.
- 7.7 Employees will be entitled to an additional holiday on a working day nominated by the Director within the period between Boxing Day and New Year's Day. This holiday applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award 2022.
- 7.8 Subject to an employee making written authorisation, the Royal Botanic Gardens shall deduct from the employee's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

#### **7A. School Based Apprentices**

##### **7A.1 Definition**

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

##### **7A.2 Wages**

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

- (ii) For the purposes of paragraph 7A.2(i) of this clause, where a school based apprentice is a full-time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- (iii) The wages paid for training time may be averaged over the school term or year.
- (iv) Where this Award specifies a weekly rate for full-time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

#### 7A.3 Progression through the Wage Structure

- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.

#### 7A.4 Conversion from a school based apprentice to a full-time apprenticeship

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

#### 7A.5 Conditions of Employment

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

### **8. Consultative Committee**

- 8.1 A Royal Botanic Gardens and Domain Trust Joint Consultative Committee Sub-committee (the Sub-committee) shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Executive Director of the Royal Botanic Gardens and Domain Trust with regard to:
- (i) implementation of the classification levels and progressions between classification levels as provided in clause 10, Classification Standards.
  - (ii) any other matters regarding the implementation of this Award.
- 8.2 The Sub-committee shall consist of representatives of management and representatives of the unions which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.
- 8.3 Should the parties to the Sub-committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in clause 9 - Dispute Resolution Procedures, will be followed.

### **9. Dispute Resolution Procedures**

- 9.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:
- 9.1.1 Should any dispute or difficulty arise or is considered likely to occur, in a particular workplace, the matter is discussed between the employee and the supervisor involved as soon as is practicable.

- 9.1.2 The supervisor will discuss the matter with the employee(s) and/or the union delegate of the employee's representative within a reasonable time frame with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for processing.
- 9.1.3 Should the matter remain unresolved, or should the matter be of a nature which involves multiple workplaces, then the employee, union delegate and/or union official or employee's representative may raise the matter with the Curator/Manager with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 9.1.4 Where the procedures in paragraph 9.1.3 do not lead to a resolution of the dispute, question or difficulty, the matter will be referred to senior representatives of the Royal Botanic Gardens and Domain Trust management. The parties will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 9.1.5 Should the above procedures not lead to a resolution then either party may make application to the Industrial Relations Commission.
- 9.1.6 Notwithstanding the intention of the parties to follow the steps in this clause, it is acknowledged that there may be limited circumstances where the parties may directly seek the assistance of the Industrial Relations Commission.

### **10. Classification Standards**

- 10.1 A position falling within the scope of this Award shall have assigned to it a classification level determined in accordance with the classification standards detailed below.
- 10.2 Broadbanding Classifications
- 10.2.1 For the purposes of this Award, Level 5/6 is a broadbanded classification. Progression between Levels 5 and 6 is by way of a "soft" progression based on the assessment and appeal processes that are agreed by the parties.
- 10.2.2 For the purposes of this Award, Level 7/8 is a broadbanded classification. Progression between Levels 7 and 8 is by way of a "soft" progression based on the assessment and appeal processes that are agreed by the parties.
- 10.3 The following classification levels will apply in each Administrative Unit:
- 10.3.1 Level 5
- An employee assigned to a role established at Level 5 of this Award will:
- (a) Work under minimal supervision and therefore be required to exercise independent judgement at trade level; and
  - (b) Have a recognised trades certificate or equivalent, or be able to demonstrate equivalent prior learning and possess the relevant interpretation skills and other skills and relevant experience required to:
    - (i) perform trade level duties; and/or
    - (ii) provide visitor assistance; and/or
    - (iii) supervise apprentices; and
    - (iv) communicate with supervisors and other employees; and/or

## 10.3.2 Level 6

An employee assigned to a role established at level 6 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matters of minor complexity; and
- (b) Have a recognised trades certificate, or be able to demonstrate equivalent prior learning, so that they have the developed communication skills, interpretation skills and other skills and relevant experience required to:
  - (i) perform advanced trade level duties; or
  - (ii) supervise apprentices; and
  - (iii) communicate with supervisors and other employees; and/or
  - (iv) communicate semi-technical information to the public.
- (c) Fulfil the requirements for progression to Level 6 based on the assessment and appeals processes that are to be agreed between the parties.

## 10.3.3 Level 7

An employee assigned to a role established at Level 7 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate, and have the skills and relevant supervisory experience required to:
  - (i) manage a small specialist work area as an individual or as the leader of a small team of employees (normally less than 6 employees) - supervising and training employees; and
  - (ii) be accountable for completion of work to agreed standards; and/or
  - (iii) solve technical problems of limited complexity; and
  - (iv) document and communicate technical data and information to other employees and/or the public.

## 10.3.4 Level 8

An employee assigned to a role established at Level 8 of this Award will:

- (a) Work independently on assigned specialist work and/or lead a team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate and have the skills and relevant supervisory experience required to:
  - (i) manage a specialist work area as an individual or as the leader of a team of employees - supervising and training employees; and

- (ii) be accountable for completion of work to agreed standards; and/or
  - (iii) solve technical problems of some complexity; and
  - (iv) document and communicate technical data and information to employees and/or the public.
- (c) Fulfil the requirements for progression to Level 8 based on the assessment and appeals processes that are to be agreed between the parties.

### **11. Anti-Discrimination**

- 11.1 It is the intention of the parties bound by this Award to seek to achieve the object in Section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 11.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct discriminatory effect.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
  - (d) a party to this Award from pursuing or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 11.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 11.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **12. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 12.1 The entitlement to salary package in accordance with this clause is available to:
- 12.1.1 ongoing full-time and part-time employees;
  - 12.1.2 temporary employees, subject to the OEH's convenience; and
  - 12.1.3 casual employees, subject to the OEH's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 12.7.

- 12.2 For the purposes of this clause:
- 12.2.1 "salary" means the salary or rate of pay prescribed for the employee's classification by clause 6 - Wage Rates, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 12.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 12.3 By mutual agreement with the Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 12.3.1 a benefit or benefits selected from those approved by the Secretary; and
- 12.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 12.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 12.5 The agreement shall be known as a Salary Packaging Agreement.
- 12.6 Except in accordance with sub-clause 12.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Executive Officer at the time of signing the Salary Packaging Agreement.
- 12.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- 12.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 12.7.2 where the OEH is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 12.7.3 subject to the OEH's agreement, paid into another complying superannuation fund.
- 12.8 Where the employee makes an election to salary sacrifice, the OEH shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 12.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 12.9.1 *Police Regulation (Superannuation) Act 1906*;
- 12.9.2 *Superannuation Act 1916*;
- 12.9.3 *State Authorities Superannuation Act 1987*; or
- 12.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- the OEH must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- 12.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause 12.9 of this clause, the OEH must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the OEH may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 12.11 Where the employee makes an election to salary package:
- 12.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - 12.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Wage Rates, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- 12.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 12.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

### **13. Area Incidence and Duration**

- 13.1 This Award will apply to employees assigned to a role in classifications covered by Construction, Forestry, Mining Energy Union and Communications Electrical Plumbing Union - Plumbers Division NSW, within the Royal Botanic Gardens Trust Division employed in the OEH.
- 13.2 This Award rescinds and replaces the Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust Building and Mechanical Trades Employees) Award 2021 published 24 December 2021 (391 I.G. 312) and all variations thereof.
- 13.3 This award has a nominal term of 12 months from 1 July 2022 to 30 June 2023 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

### **14. No Extra Claims**

Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

### **15. Savings and Rights**

- 15.1 At the time of making this Award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss of or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 15.2 Should there be a variation to the Crown Employees (Skilled Trades) Award 2022 or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award 2016 or any Award replacing those Awards, the employees covered by this Award will maintain the same rates of pay relationship to

the classifications covered by the Crown Employees (Skilled Trades) Award 2022 or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award 2016 either by an application for variation, or by the making of a new Award.

## PART B

### RATES AND ALLOWANCES

**Table 1 - Rates of Pay**

Classification	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
Apprentice		
Year 1 38 hpw	30,356.00	31,570.00
Year 2 38 hpw	40,475.00	42,094.00
Year 3 38 hpw	50,593.00	52,617.00
Year 4 38 hpw	57,339.00	59,633.00
Trades Level 5/6		
Year 1 38 hpw	67,456.00	70,154.00
Year 2 38 hpw	69,263.00	72,034.00
Year 3 38 hpw	71,203.00	74,051.00
Year 4 38 hpw	73,176.00	76,103.00
Trades Level 7/8		
Year 1 38 hpw	75,252.00	78,262.00
Year 2 38 hpw	77,500.00	80,600.00
Year 3 38 hpw	79,953.00	83,151.00
Year 4 38 hpw	83,211.00	86,539.00

**Table 2 - Allowances**

Clause No.	Allowance effective first pay period on or after	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
	<b>Brief Description</b>		
7.4.2	Chokage (per hour)	1.36	1.41
7.4.3	Asbestos (per hour)	1.09	1.13
7.4.4	Plumbers Licence (per hour)	1.90	1.98
7.4.4	Plumbers Registration (per hour)	1.08	1.12

Printed by the authority of the Industrial Registrar.



## CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

### AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

### Schedule of Variation Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9748	20 October 2023	1 July 2023	395	597

### AWARD

#### PART A

##### 1. Arrangement

Clause No.      Subject Matter

##### PART A

1. Arrangement
2. Title
3. No Extra Claims
4. Area, Incidence and Duration
5. Wages and Allowances
6. Facilitative Arrangement
7. Salary Packaging Arrangements
8. Carer's Leave
9. Anti-Discrimination
10. Dispute Resolution Procedures
11. Deduction of Union Membership Fees

Schedule A - List of Awards and Agreements Affected

##### PART B

##### MONETARY RATES

Schedule B - Rates of Pay  
Schedule C - Work Related Allowances  
Schedule D - Expense Related Allowances

##### 2. Title

This award shall be known as the Crown Employees Wages Staff (Rates of Pay) Award 2022.

### 3. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.

### 4. Area, Incidence and Duration

The provisions of this Award shall apply to officers, departmental temporary employees and casual employees employed by the Government of NSW under the *Government Sector Employment Act 2013* in classifications covered by the provisions of the awards and agreements set out at Schedule "A" of this Award and will not apply to employees covered by the Taronga Conservation Society Australia Wages Employees' Award.

This award rescinds and replaces the Crown Employees Wages Staff (Rates of Pay) Award 2021 published 3 December 2021 (391 I.G 135) and all variances. This award has a nominal term of 12 months from 1 July 2022 with any increases to pay and work related allowances effective from the first full pay period on or after 1 July 2022.

### 5. Wages and Allowances

- (i) Wage rates and allowances are set out in Part B.
- (ii) The wage increases referred to in paragraph 5(i) of this award shall only be paid to those employees who are employed as at the date of the making of this award.
- (iii) The increases referred to in paragraph 5(i) of this award do not apply to expense related allowances as set out in Schedule D of Part B.

### 6. Facilitative Arrangement

- (i) The purpose of this arrangement is to facilitate agency level bargaining on classification structures.
- (ii) Specifically, the industrial parties are committed to the introduction of classification structures which provide a career path for trades and wages staff, recognise the importance of training and provide for appropriate progression. These arrangements are to be developed on an agency by agency basis. The parties at the sector-wide level are to establish minimum standards to include in the Crown Employees Wages Staff Rates of Pay Award.
- (iii) Further achievement of agency level outcomes should be achieved through:
  - (a) Each agency that has not implemented a skills based classification structure is to establish a joint union and management committee.
  - (b) Where applicable, the Industrial Relations Secretary and Unions NSW may seek quarterly progress reports on agency level committee negotiations.
  - (c) The committee is to consider the existing arrangements in an agency, review the arrangements achieved already in other agencies, and establish negotiation parameters including:
    - (1) the development of level descriptors;
    - (2) identification of structured training for the purposes of the level descriptors; and
    - (3) translation of existing staff into any new structure.
  - (d) It is anticipated that agency level committees will complete their negotiations by the making of appropriate agency level industrial instruments. Such agency level arrangements will be reviewed

by Unions NSW and the Industrial Relations Secretary to establish minimum standards in the sector-wide Wages Staff Rates of Pay Award.

- (e) The usual Dispute Resolution procedures as set out in clause 10 will be followed by the industrial parties in the context of these negotiations.
- (f) Should the agency level bargaining not be likely to be settled by the wages unions claim for a particular agency, then either party may seek the assistance of the Industrial Relations Commission of NSW through either conciliation and/or arbitration.

#### **7. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- (i) The entitlement to salary package in accordance with this clause is available to:
  - (a) permanent full-time and part-time employees;
  - (b) temporary employees, subject to the Department or agency's convenience; and
  - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
  - (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 4, Wages and Allowances, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
  - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
  - (a) a benefit or benefits selected from those approved by the Industrial Relations Secretary; and
  - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
  - (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
  - (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

- (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
  - (a) *Police Regulation (Superannuation) Act 1906*;
  - (b) *Superannuation Act 1916*;
  - (c) *State Authorities Superannuation Act 1987*; or
  - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
  - (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 4, Wages and Allowances, or Part B, of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Unions NSW and unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## 8. Carer's Leave

- (i) Use of Sick Leave:
  - (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 8(i)(c)(2) shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (1) the employee being responsible for the care of the person concerned; and
  - (2) the person concerned being:
    - (i) a spouse of the employee; or
    - (ii) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
    - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or de facto spouse of the employee; or
    - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

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

"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 that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.
- (ii) Unpaid Leave for Family Purpose: An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph 8(i)(c)(2) who is ill.
- (iii) Annual Leave:
- (a) An employee may elect, with the consent of the employer, subject to annual leave provisions applicable to employees covered by this award, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - (b) Access to annual leave, as prescribed in paragraph (iii)(a) above, shall be exclusive of any shutdown period provided for elsewhere under the industrial instruments covered by this award.
  - (c) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

- (iv) 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 within 12 months of the said election.
  - (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
  - (c) If, having elected to take time as leave in accordance with paragraph (iv)(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (iv)(a), the employee shall be paid overtime rates in accordance with the award.
- (v) Make-up Time:
- (a) An employee may elect, with the consent of the 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.
- (vi) Bereavement Leave:
- (a) 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 member of a class of person set out in subparagraph 8(i)(c)(2) above.
  - (b) 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.
  - (c) 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 Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.
  - (d) 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.
  - (e) Bereavement leave may be taken in conjunction with any other leave available to employees. 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.

## 9. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

#### NOTES

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

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

### 10. Dispute Resolution Procedures

Subject to the provisions of the *Industrial Relations Act 1996*, all disputes relating to the provisions of this Award shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (i) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the staff member and the immediate supervisor.
- (ii) If the matter is not resolved at this level, it will be further discussed between the staff member and the union delegate/employees representative and the employer.
- (iii) If no agreement is reached within a reasonable time period, the union or the employees representative will discuss the matter with the staff member's nominated representative.
- (iv) While the foregoing procedure is being followed, work shall continue normally. No part shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (v) Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.

### 11. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

**SCHEDULE A - LIST OF AWARDS AND AGREEMENTS AFFECTED BY THE CROWN  
EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2022**

1. (013) Crown Employees (Security and General Services) Award
2. (256) Crown Employees (Skilled Trades) Award
3. (745) Crown Employees (Transport Drivers, &c) Award
4. (1565) Farm Assistants (Department of Education) Wages and Conditions Award
5. (045) Crown Employees (Household Staff - Department of Education) Wages and Conditions Award
6. (1611) Crown Employees (NSW Department of Planning and Environment) - Museum of Applied Arts and Sciences Electrical Preparators Award
7. (1511) Crown Employees Conservation Field Staff Officers (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award
8. (1298) Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award

**PART B**

**MONETARY RATES**

**SCHEDULE B - RATES OF PAY**

**Crown Employees (Security and General Services) Award - Rates of Pay**

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
<b>Security Officer</b>		
Grade 1	981.00	1020.20
Grade 2	1015.50	1056.10
Grade 3	1061.90	1104.40
<b>General Services Officer</b>		
Grade 1	875.50	910.50
Grade 2	950.90	988.90
Grade 3	981.00	1020.20
<b>Part-time Employees (Per hour) -</b>		
General Services Officer Grade 2 (Cleaners)	27.10	28.20



## Application to school based employees of the Department of Education

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Security Officer Grade 1	1057.50	1099.80
Grade 2	1094.20	1138.00

**Crown Employees (Skilled Trades) Award - Rates of Pay**

Classification - Clause 3. All up Rate - includes Industry Allowance, Special Loading, Trade Allowance	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Bespoke Bootmaker	1034.50	1075.90
Blacksmith	1131.60	1176.90
Body Maker, First Class	1120.20	1165.00
Boilermaker and/or Structural Steel Tradesperson	1120.20	1165.00
Boot or Shoe Repairer	1015.50	1056.10
Bricklayer	1120.20	1165.00
Bridge and Wharf Carpenter	1120.20	1165.00
Cabinet Maker	1162.70	1209.20
Carpenter and/or Joiner	1120.20	1165.00
Coach and/or Spray Painter	1120.20	1165.00
Drainer	1131.60	1176.90
Electrical Fitter	1194.70	1242.50
Electrical Instrument Fitter	1251.20	1301.20
Electrical Mechanic	1194.70	1242.50
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1273.70	1324.60
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1216.60	1265.30
Electronics Tradesperson	1372.60	1427.50
Farrier	1131.60	1176.90
Fitter	1120.20	1165.00
Forger and/or Faggoter	1120.20	1165.00
French Polisher	1162.70	1209.20
Machinist, A Grade (Woodworking)	1120.20	1165.00
Machinist, First Class (Metal Trades)	1140.30	1185.90
Marker-off	1131.60	1176.90
Mechanical Tradesperson-Special Class (as defined)	1182.80	1230.10
Motor Mechanic	1120.20	1165.00
Painter	1120.20	1165.00
Panel Beater	1120.20	1165.00
Patternmaker	1154.00	1200.20
Plant Electrician	1261.10	1311.50
Plant Mechanic	1120.20	1165.00
Plasterer	1120.20	1165.00
Plumber and/or Gasfitter	1131.60	1176.90
Radio Mechanic or Fitter	1194.70	1242.50
Refrigeration and/or Air Conditioning	1194.70	1242.50

Saw Doctor	1194.70	1242.50
Sawyer, No. 1 Benchperson	1140.30	1185.90
Scalemaker and/or Adjuster	1120.20	1165.00
Scientific Instrument Maker	1154.00	1200.20
Sewing Machine Mechanic	1120.20	1165.00
Sheetmetal Worker, First Class	1120.20	1165.00
Shipwright and/or Boatbuilder	1120.20	1165.00
Signwriter	1154.00	1200.20
Slater and Tiler	1120.20	1165.00
Stonemason	1120.20	1165.00
Stonemason-Carver	1194.70	1242.50
Tilelayer	1120.20	1165.00
Toolmaker	1154.00	1200.20
Toolsmith	1131.60	1176.90
Trimmer (Motor)	1120.20	1165.00
Turner	1120.20	1165.00
Watchmaker	1099.90	1143.90
Welder, Special Class	1131.60	1176.90
Welder, First Class	1120.20	1165.00

**WAGES FOR APPRENTICES**

Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
1st year	484.40	503.80
2nd year	637.10	662.60
3rd year	816.10	848.70
4th year	941.40	979.10

Wages for apprentices employed by the Department of Education

Four Year Term	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
1st year	522.30	543.20
2nd year	687.20	714.70
3rd year	880.20	915.40
4th year	1015.50	1056.10

(ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.30. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.

- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects.
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1.30 per week in addition to the wage rates prescribed for apprentices in subclause (i).

**Crown. Employees (Transport Drivers, &C.) Award - Rates of Pay**

Clause 2 Wages	Classification	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
<b>1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms</b>			
(a)	Up to 295 -	1006.80	1047.10
(b)	Over 2950 and up to 4650	1015.50	1056.10
(c)	Over 4650 and up to 6250	1023.70	1064.60
(d)	Over 6250 and up to 7700	1023.70	1064.60
(e)	Over 7700 and up to 9200	1034.50	1075.90
(f)	Over 9200 and up to 10800	1034.50	1075.90
(g)	Over 10800 and up to 12350	1043.60	1085.30
(h)	Over 12350 and up to 13950	1043.60	1085.30
(i)	Over 13950 and up to 15500	1051.70	1093.80
(j)	Over 15500 and up to 16950	1061.90	1104.40
(k)	Over 16950 and up to 18400	1061.90	1104.40
(l)	Over 18400 and up to 19750	1061.90	1104.40
(m)	Over 19750 and up to 21100	1061.90	1104.40
(n)	Over 21100 and up to 22450	1070.20	1113.00
(o)	Over 22450 and up to 23850	1070.20	1113.00
(p)	Over 23850 and up to 25200	1070.20	1113.00
(q)	Over 25200 and up to 26550	1080.70	1123.90
(r)	Over 26550 and up to 27900	1080.70	1123.90
(s)	Over 27900 and up to 29300	1080.70	1123.90
(t)	Over 29300 and up to 30650	1080.70	1123.90
(u)	Over 30650 and up to 32000	962.00	1000.50
(v)	Over 32000 and up to 33350	962.00	1000.50
(w)	Over 33350 and up to 34750	1099.80	1143.80
(x)	Over 34750 and up to 36100	1099.80	1143.80
(y)	Over 36100 and up to 37450	1099.80	1143.80
(z)	Over 37450 and up to 38800	1099.80	1143.80
(aa)	Over 38800 and up to 40200	1110.90	1155.30
(ab)	Over 40200 and up to 41550	1110.90	1155.30
(ac)	Over 41550 and up to 42900	1110.90	1155.30
(ad)	Over 42900 and up to 44250	1119.90	1164.70
(ae)	Over 44250 and up to 45650	1119.90	1164.70
<b>2. Drivers of mobile cranes</b>			
- employed in connection with the carriage and delivery of goods, merchandise and the like performance of work incidental to the loading, unloading, handling and/or placement of goods			
- where the mobile crane has a lifting capacity in kilograms			

(a)	Up to and not exceeding 3050	1023.70	1064.60
(b)	Over 3050 and not exceeding 5100	1034.50	1075.90
(c)	Over 5100 and not exceeding 6100	1043.60	1085.30
(d)	Over 6100 and not exceeding 7100	1043.60	1085.30
(e)	Over 7100 and not exceeding 8100	1043.60	1085.30
(f)	Over 8100 and not exceeding 9150	1043.60	1085.30
(g)	Over 9150 and not exceeding 10150	1051.70	1093.80
(h)	Over 10150 and not exceeding 11200	1051.70	1093.80
(i)	Over 11200 and not exceeding 12200	1051.70	1093.80
(j)	Over 12200 and not exceeding 13200	1061.90	1104.40
(k)	Over 13200 and not exceeding 14200	1061.90	1104.40
(l)	Over 14200 and not exceeding 15250	1061.90	1104.40
(m)	Over 15250 and not exceeding 16250	1061.90	1104.40
(n)	Over 16250 and not exceeding 17250	1070.20	1113.00
(o)	Over 17250 and not exceeding 18300	1070.20	1113.00
(p)	Over 18300 and not exceeding 19300	1070.20	1113.00
(q)	Over 19300 and not exceeding 20300	1070.20	1113.00
(r)	Over 20300 and not exceeding 21350	1080.70	1123.90
(s)	Over 21350 and not exceeding 22350	1080.70	1123.90
(t)	Over 22350 and not exceeding 23350	1080.70	1123.90
(u)	Over 23350 and not exceeding 24400	1080.70	1123.90
(v)	Over 24400 and not exceeding 25500	1080.70	1123.90
(w)	Over 25500 and not exceeding 26400	1080.70	1123.90
(x)	Over 26400 and not exceeding 27450	1080.70	1123.90
(y)	Over 27450 and not exceeding 28450	1089.10	1132.70
(z)	Over 28450 and not exceeding 29450	1089.10	1132.70
(aa)	Over 29450 and not exceeding 30500	1080.70	1123.90
And for each additional 1000 kg or part thereof over		0.41	0.43
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	1023.70	1064.60
(b)	Over 4500 to 9100	1043.60	1085.30
(c)	Over 9100 kg	1051.70	1093.80
4. Drivers of prime movers - where the crane has a lifting capacity of			
(a)	Up to 20350 kg	1034.50	1075.90
(b)	Over 20350 kg	1061.90	1104.40
5. Extra Hands		984.60	1024.00

**Farm Assistants (Department of Education) Wages and Conditions Award - Rates of Pay**

Clause 6 - Wages	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Farm Assistant - Class I	1034.50	1075.90
Farm Assistant - Class II	1189.30	1236.90
Flower Gardener	1068.50	1111.20

**Crown Employees (Household Staff - Department of Education) Wages and Conditions Award - Rates of Pay**

Clause 9 - Wages	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
<b>Household Staff Grade 1</b>		
Kitchen Hand or Useful Cleaner	874.90	909.90
Room Attendant	874.90	909.90
Dining Room Attendant	874.90	909.90
Laundry Attendant	874.90	909.90
Stores Steward	874.90	909.90
<b>Household Staff Grade 2</b>		
Butcher (casual)	884.70	920.10
Cook (unqualified)	884.70	920.10
<b>Household Staff Grade 3</b>		
Laundry Supervisor	911.40	947.90
Cook (qualified)	911.40	947.90
Dining Room Supervisor	911.40	947.90
Housekeeper/Cleaning Supervisor	911.40	947.90
<b>Household Staff Grade 4</b>		
First Cook (qualified)	958.70	997.00
<b>Household Staff Grade 5</b>		
Catering Supervisor	1001.50	1041.60

**Crown Employees (NSW Department of Planning and Environment) - Museum of Applied Arts and Sciences Electrical Preparators Award - Rates of Pay**

Clause 5 - Wage Rates	From the first full pay period on or after 1.7.22 (2.53%) (per year) \$	From the first full pay period on or after 1.7.23 (4%) (per year) \$
<b>Electrical Preparator - Grade 1</b>		
Year 1	67,407.00	70,103.00
Year 2	69,261.00	72,031.00
Year 3	71,201.00	74,049.00
<b>Electrical Preparator - Grade 2</b>		
Year 1	73,900.00	76,856.00
Year 2	76,788.00	79,860.00
<b>Senior Electrical Preparator - Grade 1</b>		
Year 1	79,952.00	83,150.00
Year 2	81,407.00	84,663.00

**Crown Employees Conservation Field Staff Officers (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award - Rates of Pay**

Schedule 1 - Wage Rates	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
Trainee	979.20	1018.40
Grade 1	1020.50	1061.30

Grade II	1075.80	1118.80
Grade III	1133.20	1178.50
Grade IV	1164.60	1211.20
Grade V	1230.40	1279.60
Grade VI	1311.50	1364.00
Grade VII	1376.80	1431.90

**Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust,  
Building and Mechanical Trades Employees) Award - Rates of Pay**

Classification	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
<b>Apprentice</b>		
Year 1 38 hpw	30,356.00	31,570.00
Year 2 38 hpw	40,475.00	42,094.00
Year 3 38 hpw	50,593.00	52,617.00
Year 4 38 hpw	57,339.00	59,633.00
<b>Trades Level 5/6</b>		
Year 1 38 hpw	67,456.00	70,154.00
Year 2 38 hpw	69,263.00	72,034.00
Year 3 38 hpw	71,203.00	74,051.00
Year 4 38 hpw	73,176.00	76,103.00
<b>Trades Level 7/8</b>		
Year 1 38 hpw	75,252.00	78,262.00
Year 2 38 hpw	77,500.00	80,600.00
Year 3 38 hpw	79,953.00	83,151.00
Year 4 38 hpw	83,211.00	86,539.00

### SCHEDULE C

#### WORK RELATED ALLOWANCES

**Crown Employees (Security and General Services) Award - Work Related Allowances**

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
Clause 9 - Additional Rates			
(i)	Leading Hands Allowance: (per week)		
	1 - 5 employees	42.00	43.70
	6 - 10 employees	47.80	49.70
	11-15 employees	62.30	64.80
	16-20 employees	72.00	74.90
	Over 20 employees -	72.00	74.90
	for each employee over 20 an additional amount is paid	0.51	0.53
(ii)	Qualification allowance (per week)	28.30	29.40
(iii)	First Aid Allowance (per week)	21.70	22.60
(iv)	Boiler Attendants Certificate (per week)	18.40	19.10
(v)	Refrigeration Drivers Certificate (per week)	18.40	19.10
(vi)	Contingency Allowance (per week)		
	1-10 Hours per week	11.70	12.20
	11 to 25 hours per week	17.90	18.60

	26 to 38 hours per week	24.20	25.20
(vii)	Toilet allowance (per week)	14.40	15.00
(viii)	Multi-Purpose Machines Allowance - per shift	3.98	4.14
(ix)	Furniture removal allowance - per shift	3.55	3.69
(x)	Torches - per shift	1.13	1.18
(xi)	Laundry allowance - per shift	2.42	2.52
(xii)	Locomotion allowance - per shift	38.50	40.04
(xiii)	Bicycle allowance - per shift	3.07	3.19
Clause 10. Shift Allowances			
(iii)(a)	Broken Shifts allowance (per day)	17.68	18.39
(iii)(b)	Excess Fares allowance (per week)	11.20	11.60
Clause 13. - General Conditions			
(iii)	Accommodation deduction (per week)	22.00	22.90

## Application to school based employees of the Department of Education

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
(i)	Leading Hands Allowance (per week)		
	1 - 5 employees	45.40	47.20
	6 - 10 employees	51.30	53.40
	11-15 employees	67.30	70.00
	16-20 employees	77.70	80.80
	Over 20 employees - for each employee over 20 an additional amount is paid	77.70 0.55	80.80 0.57
(vi)	Contingency Allowance (per week)		
	1-10 Hours per week	12.50	13.00
	11 to 25 Hours per week	19.30	20.10
	26 to 38 Hours per week	26.00	27.00

**Crown Employees (Skilled Trades) Award - Work Related Allowances**

Clause No	Brief Description	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
4.2	Carpenter Diver (p.w)	326.90	340.00
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	54.40 29.30	56.60 30.50
4.5	Lead Burner (p.h.)	1.12	1.16
4.6	Plumber and Drainer when required to act on: Plumbers licence (p.h.) Gasfitters licence (p.h.) Drainers licence (p.h.) Plumbers and Gasfitters licence (p.h.) Plumbers and Drainers licence (p.h.) Gasfitters and Drainers licence (p.h.) Plumbers, Gasfitters and Drainers licence (p.h.)	1.41 1.41 1.17 1.90 1.90 1.90 2.61	1.47 1.47 1.22 1.98 1.98 1.98 2.71
4.7	Holder of Electric Welding (DIRE Certificate) (p.h.)	0.83	0.86
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	29.50	30.70

4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.51	1.57
4.10	Computing quantities (p.d.)	6.40	6.66
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.) when working away from regular place of employment (p.d.)	50.50 10.17	52.50 10.58
4.12	Registration allowance (p.h.)	1.08	1.12
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.40	1.50
4.14	Cold places: below 0 degree Celsius (p.h.) below minus 7 degrees Celsius (p.h.)	0.88 1.02	0.92 1.06
4.15	Confined spaces (p.h.)	1.09	1.13
4.16	Dirty work (p.h.) For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.) is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person (p.h.) Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.88 0.89 0.88 0.88	0.92 0.93 0.92 0.92
4.17	Height money:7 7.5 metres from ground, deck, floor or water (p.h.) for every additional 3 metres (p.h.)	0.88 0.17	0.92 0.18
4.18	Hot places: between 46 degrees Celsius and 54 degrees Celsius (p.h.) exceeds 54 degrees Celsius (p.h.)	0.88 1.09	0.92 1.13
4.19	Handling insulation material (p.h.)	1.07	1.11
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.) repairs to and while inside oil fired boilers (p.h.)	0.55 2.17	0.57 2.26
4.21	Wet places: - where water other than rain is falling and required to work in wet clothing or boots (p.h.) - when required to work in the rain (p.h.) - called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.) - called upon to work knee-deep in mud or water (p.d.)	0.88 0.88 3.34 6.94	0.92 0.92 3.47 7.22
4.22	Acid furnaces, Stills, etc.: Construction or repairs to acid furnaces, stills, towers and all resisting brickwork other acid (p.h.) Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work(p.h.)	4.47 4.47	4.65 4.65
4.23	Towers allowances: construction exceeding 15 metres in height, (p.h.) and for each additional 15 metres (p.h.)	0.88 0.88	0.92 0.92
4.24	Depth exceeding 3 metres (p.h.)	0.88	0.92
4.25	Swing scaffolds: for the first four hours or any portion thereof, (p.h.) and for each hour thereafter (p.h.) Solid plasterers when working off a swing scaffold (p.h.)	6.46 1.32 0.17	6.72 1.37 0.18
4.26	Spray application (p.h.)	0.86	0.89



4.27	Soil pipes (p.h.)	1.09	1.13
4.28	Working on second-hand timber (p.d.)	3.45	3.59
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.)	1.09	1.13
	minimum payment (p.h.)	1.09	1.13
4.30	Electric welding (p.h.)	0.35	0.36
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.)	2.10	2.18
	bridge and wharf carpenter when required to use these tools (p.d.)	2.10	2.18
4.32	Scaffolding rigging (p.h.)	0.88	0.92
4.33	Corrective establishments (p.h.)	2.19	2.28
	Mental institutions (p.h.)	1.68	1.75
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.60	0.62
	Geriatric hospitals: - Lidcombe Hospital (p.h.)	0.55	0.57
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	4.09	4.25
4.34	Distant places: - in districts as set out in subclause 5.3 (p.d.)	1.66	1.73
	- in western division of the state (p.d.)	2.74	2.85
	- within the area as set out in subclause 5.36.3 (p.d.)	2.74	2.85
	- Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.56	1.62
4.35	Morgues (p.h.)	1.02	1.06
4.36	Application of epoxy based materials or materials of a like nature (p.h.)	1.09	1.13
	Application of such material in buildings which are normally air conditioned (p.h.)	0.75	0.78
	Working in close proximity to employees so engaged (p.h.)	0.88	0.92
4.37	Bricklayers laying other than standard bricks where block weighs: - over 5.5 kg and under 9 kg (p.h.)	0.88	0.92
	- 9 kg or over and up to 18 kg (p.h.)	1.53	1.59
	- over 18 kg (p.h.)	2.43	2.53
4.38	Bagging bricks or concrete structures (p.h.)	0.81	0.84
4.39	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.81	0.84
4.40	Materials containing asbestos (p.h.)	1.09	1.13
4.41	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.73	4.92
4.42	Operation of brick cutting machine (p.h.)	1.09	1.13
4.43	Asbestos eradication (p.h.)	2.93	3.05
4.44	Employee required to work in an Animal House (p.h.)	0.53	0.55
4.45	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.88	0.92
5.	Tool Allowance		
	Electrical Fitter	22.10	23.00
	Electrical Fitter/Mechanic	22.10	23.00
	Electrical Instrument Fitter	22.10	23.00
	Electrical Mechanic	22.10	23.00
	Electrician in charge of plant having a capacity of less than 75 kilowatts	22.10	23.00
	Electronic Tradesperson	22.10	23.00

	Electrical Instrument Fitter	22.10	23.00
	Plant Electrician	22.10	23.00
	Radio Mechanic and Fitter	22.10	23.00
	Refrigeration and/or Air Conditioning Mechanic	22.10	23.00
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	55.60	57.80
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	71.30	74.20
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	93.10	96.80
15.1	Chokages pipe or pump (p.d.)	10.27	10.68
15.2	Fouled equipment (p.d.)	10.27	10.68
17.3	First Aid qualifications (p.d.)	3.81	3.96

Application to employees of the Department of Education

Clause No.	Brief Description	From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI \$	From the first full pay period on or after 1.7.23 (i.e. 7.3% March 2023 Sydney CPI \$
5	Tool Allowances - Electrical Radio Mechanic and Fitter	24.40	26.20

**Farm Assistants (Department of Education) Wages and Conditions Award - Work Related Allowances**

Clause No.	Allowance	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
6.6. Special Rates			
6.6.1	Tractor operation (per day)	5.27	5.48
6.6.2	Truck driving (per day)	5.27	5.48
6.6.3	Headers, etc. (per day)	5.27	5.48
6.7	Broken Shift (per day)	15.87	16.50
6.9	Protective Clothing (per hour)	0.86	0.89
6.10	First Aid (per day)	3.98	4.14

**Crown Employees Conservation Field Staff Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award - Work Related Allowances**

Clause No.	Description and Authority	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
8.6	Supervision Allowance	50.80	52.80
15.	First Aid Allowance	3.71	3.86

**Crown Employees (Household Staff - Department of Education) Wages and Conditions Award - Work Related Allowances**

Allowance	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
Broken Shift Allowance	13.19	13.72

**Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award - Work Related Allowances**

Clause No.	Allowance effective first pay period on or after	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
	Brief Description		
7.4.2	Chokage (per hour)	1.36	1.41
7.4.3	Asbestos (per hour)	1.09	1.13
7.4.4	Plumbers Licence (per hour)	1.90	1.98
7.4.4	Plumbers Registration (per hour)	1.08	1.12

**SCHEDULE D**

**EXPENSE RELATED ALLOWANCES**

**Crown Employees (Security and General Services) Award - Expense Related Allowances**

Clause 9 - (xiii) Motor Vehicle allowance Use of private motor vehicle during work related duties	From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI) \$	From the first full pay period on or after 1.7.23 (i.e. 7.3% March 2023 Sydney CPI) \$
Vehicles under 1600cc (Official business Rate - Engine rate per km)	0.74	0.79
Vehicles 1600cc-2600cc (Official business Rate - Engine rate per km)	0.74	0.79
Vehicles over 2601 cc (Official business Rate - Engine rate per km)	0.74	0.79
Clause 18 (ii) -Overtime	From the first full pay period on or after 1.7.22 \$	From the first full pay period on or after 1.7.23 \$
Overtime meal allowance	Per ATO determination	Per ATO determination

**Crown Employees (Skilled Trades) Award - Expense Related Allowances**

Clause No.		From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI) \$	From the first full pay period on or after 1.7.23 (i.e. 7.3% March 2023 Sydney CPI) \$
5.	Tool Allowances		
	Blacksmith	35.40	38.00
	Bodymaker, First Class	35.40	38.00
	Boilermaker and/or Structural Steel	35.50	38.10
	Bricklayer	25.30	27.10
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	35.50	38.10
	Cabinet Maker	14.30	15.30
	Carpenter	35.40	38.00
	Drainer	35.40	38.00
	Farrier	35.40	38.00
	Fitter	35.40	38.00
	Forger and/or Faggoter	35.40	38.00
	Machinist, First Class (Metal Trades)	35.40	38.00
	Machinist (Metal Trades) Special Class	35.40	38.00
	Marker Off	35.40	38.00
	Motor Mechanic	35.40	38.00
	Painter	8.70	9.30
	Panel Beater	35.40	38.00
	Patternmaker	35.40	38.00
	Plant Mechanic	35.40	38.00
	Plasterer	35.40	38.00
	Plumber	35.40	38.00
	Plumber and Gasfitter	35.40	38.00
	Plumber, Gasfitter and Drainer	35.40	38.00
	Sewing Machine Mechanic	35.40	38.00
	Sheetmetal Worker, First Class	35.40	38.00
	Shipwright/Boatbuilder	35.40	38.00
	Signwriter	8.70	9.30
	Slater and Tiler	18.40	19.70
	Stonemason	35.40	38.00
	Stonemason-Carver	35.40	38.00
	Tilelayer	25.30	27.10
	Toolmaker	35.40	38.00
	Toolsmith	35.40	38.00
	Trimmer (Motor)	35.40	38.00
	Turner	35.40	38.00
	Vehicle Builder	35.40	38.00
	Watchmaker	11.60	12.40
	Welder, Special Class	35.40	38.00
	Welder, First Class	35.40	38.00
8.1	Excess fares and travelling time to and from place of work	27.49	29.50
8.1.1	If employer provides or offers to provide transport free of charge	10.95	11.75
8.2	Excess fares and travelling to and from work:		
	- first year apprentices (or probationers)	23.07	24.75
	- to all other apprentices	26.76	28.71

8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	9.17 10.85	9.84 11.64
9.3.3	Meal allowance: - after working in excess of four hours - for each subsequent meal	17.00 14.60	18.20 15.70
9.8	Tea Money: - required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal - after each four hours on continuous overtime, for each meal	17.09 14.90	18.34 16.00
14.4	Expenses of reaching home and of transporting tools from distant work	26.50	28.40
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	576.00 82.27	618.00 88.28
14.6	Camping allowance	32.97	35.38
14.7	Returning home for the weekend from distant work	45.70	49.00
22.6.2	Supply of boots Accrual of credit	42.60 5.00	45.70 5.40
23.2	Reimbursement for loss of tools	2049.00	2199.00

**Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award 2020 - Expense Related Allowances**

(Subject to variations to Table 1 - Allowances of Part B Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Clause No.	Description and Authority	From the first full pay period on or after 1.7.22 \$	From the first full pay period on or after 1.7.23 \$
10.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	Per ATO	Per ATO
13.1	Reimbursement of meal allowances - no overnight stay (part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	Per ATO	Per ATO
13.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer expenses for overnight accommodation and meals or where accommodations provided by employer.	Per ATO	Per ATO
	Camping Allowance	4.4% increase (March 2022 Sydney CPI)	7.3% increase (March 2023 Sydney CPI)
13.4(i)	Established Camp	36.10	38.70
	Non established Camp	47.70	51.20
	Additional allowance in excess of 40 nights per annum	11.40	12.20

13.4(ii)	Camping equipment allowance	35.80	38.40
	Bedding and/or sleeping bag allowance	6.10	6.50

E. ROBINSON, *Industrial Registrar*

---

Printed by the authority of the Industrial Registrar.

**INSURANCE AND CARE NSW AWARD 2022****AWARD REPRINT**

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

**Schedule of Variations Incorporated**

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9695	1 September 2023	1 July 2023	395	60

**AWARD**

The conditions of employment contained in Part A of this Award apply to all staff members.

The conditions of employment contained in Part B of this Award apply to all employees.

**PART A - CONDITIONS OF EMPLOYMENT****SECTION 1 - FRAMEWORK****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties to the Award
5.	Coverage
6.	Statement of Intent
7.	Work Environment
8.	Grievance and Dispute Settling Procedures
9.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

**SECTION 2 - ATTENDANCE/HOURS OF WORK**

10.	Local Arrangements
11.	Working Hours
12.	Calculation of Service
13.	Casual Employment
14.	Part-Time Employment
15.	Morning and Afternoon Breaks
16.	Meal Breaks
17.	Lactation Breaks
18.	Variation of Hours
19.	Natural Emergencies and Major Transport Disruptions

20. Notification of Absence from Duty
21. Public Holidays
22. Standard Working Hours
23. Flexible Working Hours
24. Non-Compliance
25. Flexible Work Practices

#### SECTION 3 - TRAVEL ARRANGEMENTS

26. Travelling Compensation
27. Excess Travelling Time
28. Waiting Time
29. Meal Expenses on One-Day Journeys
30. Restrictions on Payment of Travelling Allowances
31. Increase or Reduction in Payment of Travelling Allowances
32. Production of Receipts
33. Travelling Distance

#### SECTION 4 - ALLOWANCES AND OTHER MATTERS

34. Allowance Payable for Use of Private Motor Vehicle
35. Damage to Private Motor Vehicle Used for Work
36. Overseas Travel
37. Exchanges
38. Room at Home Used as Office
39. Uniforms, Protective Clothing and Laundry Allowance
40. Compensation for Damage to or Loss of Staff Member's Personal Property
41. Community Language Allowance Scheme (CLAS)
42. First Aid Allowance
43. Review of Allowances Payable in Terms of This Award

#### SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES

44. Trade Union Activities Regarded as On Duty
45. Trade Union Activities Regarded as Special Leave
46. Trade Union Training Courses
47. Conditions Applying to On Loan Arrangements
48. Period of Notice for Trade Union Activities
49. Access to Facilities by Trade Union Delegates
50. Responsibilities of the Trade Union Delegate
51. Responsibilities of the Trade Union
52. Responsibilities of Workplace Management
53. Right of Entry Provisions
54. Travelling and Other Costs of Trade Union Delegates
55. Industrial Action
56. Consultation and Technological Change
57. Deduction of Trade Union Membership Fees

#### SECTION 6 - LEAVE

58. Leave - General Provisions
59. Absence from Work
60. Applying for Leave
61. Extended Leave
62. Family and Community Service Leave
63. Leave Without Pay



64. Military Leave
65. Observance of Essential Religious or Cultural Obligations
66. Parental Leave
- 66A. Sector-wide parental leave enhancements
  
67. Purchased Leave
68. Recreation Leave
69. Annual Leave Loading
70. Sick Leave
71. Sick Leave - Requirements for Evidence of Illness
72. Sick Leave to Care for a Family Member
73. Sick Leave - Workers Compensation
74. Sick Leave - Claims Other Than Workers Compensation
75. Special Leave
76. Leave for Matters Arising from Domestic Violence
- 76A. Leave for employees providing support to people experiencing domestic and family violence

#### SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT

77. Staff Development and Training Activities
78. Study Assistance

#### SECTION 8 - SHIFT WORK AND OVERTIME

79. Shift Work
80. Overtime - General
81. Overtime Worked by Shift Workers
82. Overtime Worked by Day Workers
83. Recall to Duty
84. On-Call (Stand-By) and On-Call Allowance
85. Overtime Meal Breaks
86. Overtime Meal Allowances
87. Rate of Payment for Overtime
88. Payment for Overtime or Leave in Lieu
89. Calculation of Overtime
90. Provision of Transport in Conjunction with Working of Overtime

#### SECTION 9 - MISCELLANEOUS

91. Anti-Discrimination
92. Area, Incidence and Duration
93. No extra claims

#### PART B - SALARIES AND PROMOTION

1. Salary Grade Structure
2. Promotion
3. Salary Increments

#### PART C - MONETARY RATES

- Table 1 - Salary Grade Structure  
Table 2 - Rates and Allowances

## PART A

### ALL STAFF MEMBERS

#### 2. Title

This Award shall be known as the Insurance and Care NSW Award 2022.

#### 3. Definitions

- 3.1 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.2 Appropriate People Leader means the roles within icare accountable and with relevant delegations of authority for people leadership.
- 3.3 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.4 At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.
- 3.5 Award means an award as defined in the *Industrial Relations Act 1996*.
- 3.6 Birth means the birth of a child and includes stillbirth.
- 3.7 Board means the Board of Insurance and Care NSW.
- 3.8 Capital City means the area set out as the area for the Sydney Telephone District Directory in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.9 Casual Employee means an employee engaged and paid as such having regard to the objective characterisation of the engagement and in the same terms as Part 4 Division 5 43 (4) of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.
- 3.10 CEO&MD means the Chief Executive Officer and Managing Director of Insurance and Care NSW or a person authorised by the Chief Executive Officer and Managing Director to act in this capacity.
- 3.11 Chief Human Resources Officer means the Group Executive Team (GET) role accountable for icare's Human Resource leadership.
- 3.12 Contract hours for the day for a full-time staff member, means one fifth of the full time contract hours, as defined in this Award. For a part time staff member, contract hours for the day means the hours usually worked on the day.
- 3.13 Daily rate or rate per day means the rate payable for ordinary hours worked in 24 hours, unless otherwise specified.
- 3.14 Daily span of hours means, for a staff member required to work standard hours, the full time standard hours defined in this Award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the Insurance and Care NSW Flexible Working Hours Agreement and which do not attract payment for overtime, unless otherwise prescribed in this Award.
- 3.15 Day worker means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.

- 3.16 Domestic violence is any behaviour in an intimate, family or domestic relationship, which is violent, threatening, coercive, controlling or causes a person to live in fear for their own or someone else's safety. It may be a pattern of ongoing controlling or coercive behaviour.
- 3.16.1 An intimate relationship refers to people who are or have been in an intimate partnership, whether or not the relationship involves or has involved a sexual relationship, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.
- 3.16.2 A family relationship has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.
- 3.16.3 Examples of behaviours that constitute domestic and family violence include but are not limited to:
- (a) Physical and Sexual Violence;
  - (b) Verbal Abuse;
  - (c) Emotional Or Psychological Abuse;
  - (d) Stalking and Intimidation;
  - (e) Technology Facilitated Abuse;
  - (f) Social and Geographical Isolation;
  - (g) Financial Abuse;
  - (h) Cruelty to Pets;
  - (i) Damage to Property; Or
  - (j) threats to be violent in the above ways.
- 3.17 Executive is an employee employed in an executive position consistent with section 16 of the *State Insurance and Care Governance Act 2015*, who by virtue of this section is excluded from the provisions of this Award.
- 3.18 Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.
- 3.19 Extended leave means extended (long service) leave to which a staff member is entitled under clause 61 of this Award.
- 3.20 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.21 Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.

- 3.22 Flexible working hours scheme means the scheme outlined in the Flexible Working Hours Agreement which enables staff members, subject to operational requirements, to select their starting and finishing times.
- 3.23 Flex leave means a period of leave available to be taken by a staff member as specified in the Flexible Working Hours Agreement.
- 3.24 Full day means the standard full-time contract hours for the day, i.e. seven hours.
- 3.25 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.
- 3.26 Full-time contract hours means the standard weekly hours, that is, 35 hours per week.
- 3.27 Full-time position means a position which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.
- 3.28 Full time staff member means a staff member who occupies a full time position within icare's employment.
- 3.29 Group Executive means the CEO&MD and his direct leadership reports who hold Group Executive or equivalent leadership roles
- 3.30 Half day means half the standard contract hours for the day.
- 3.31 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.32 icare means Insurance and Care NSW as established pursuant to the *State Insurance and Care Governance Act 2015*.
- 3.33 Industrial action means industrial action as defined in the *Industrial Relations Act 1996*.
- 3.34 Local Arrangement means an agreement reached at the organisational level between the Chief Human Resources Officer and the Association in terms of clause 10, Local Arrangements of this Award.
- 3.35 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.36 Normal hours of duty means:
- for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for a staff member working under the Flexible Working Hours Agreement, the hours of duty the appropriate People Leader requires a staff member to work within the bandwidth specified under the Agreement.
- 3.37 Normal work means, for the purposes of subclause 8.10 of clause 8, Grievance and Dispute Settling Procedures of this Award, the work carried out in accordance with the staff member's role description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 3.38 Official overseas travel means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.
- 3.39 On duty means the time required to be worked for icare. For the purposes of clause 43, Trade Union Activities Regarded as On Duty of this Award, on duty means the time off with pay given by icare to the

- accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.40 On loan means an arrangement between Insurance and Care NSW and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse Insurance and Care NSW for the staff member's salary and associated on-costs.
- 3.41 On special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this Award.
- 3.42 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification set out in Part C Monetary Rates of this Award and calculated using the formula set out in clause 13, Casual Employment of this Award.
- 3.43 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the appropriate People Leader, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty.
- 3.44 Part-time entitlement, unless specified otherwise in this Award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement.
- 3.45 Part-time hours means hours which are less than the hours which constitute full-time work under this Award.
- 3.46 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.47 Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a written agreement between icare and the employee.
- 3.48 People Leader means the team leader or manager of the area in which a staff member is employed or any other staff member authorised by the Group Executive to fulfil the role of a team leader or manager, other than a person engaged as a consultant or contractor.
- 3.49 Prescribed ceasing time means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working flexible working hours, the prescribed ceasing time means the conclusion of bandwidth of the Flexible Working Hours Agreement.
- 3.50 Prescribed starting time means, for a staff member not working under a flexible working hours arrangement, the commencement of standard daily hours of that staff member. For a staff member working flexible working hours, the prescribed starting time means the time of commencement within the bandwidth of the Flexible Working Hours Agreement.
- 3.51 Public holiday means a day proclaimed under the *Public Holidays Act 2010*, as a public holiday.
- 3.52 Recall to duty means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under the Flexible Working Hours Agreement.
- 3.53 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.54 Residence, in relation to a staff member an employee, means the ordinary and permanent place of abode of the staff member.
- 3.55 Secondment means an arrangement agreed to by the Chief Human Resources Officer, the staff member and another Government Sector Agency, a public sector organisation or a private sector organisation

which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment. Secondments are also to comply with Part 5 of the *Government Sector Employment Act 2013*.

- 3.56 Shift worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the appropriate People Leader.
- 3.57 Shift worker - Non-continuous Shifts means a staff member who is not a day worker or a shift worker - continuous shifts, as defined above.
- 3.58 Staff member means an on-going, temporary or casual employee employed under the *State Insurance and Care Governance Act 2015 (SICG Act)* and includes both full-time and part-time staff except those employees employed in 'executive positions' as defined in section 16 of the *SICG Act*. For the purposes of maternity leave, as set out in clause 66, Parental Leave of this Award, staff member means a female staff member.
- 3.59 Standard hours are set and regular hours of operation as determined by the Chief Human Resources Officer in accordance with any direction from the Industrial Relations Commission of NSW. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.60 Standby means an instruction given by the appropriate People Leader to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
- 3.61 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Group Executive, if the activities to be undertaken are considered to be of relevance or value to Insurance and Care NSW.
- 3.62 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to Insurance and Care NSW.
- 3.63 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from the employee's normal place of work.
- 3.64 Trade Union or Union means a registered trade union, as defined in the *Industrial Relations Act 1996*.
- 3.65 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.66 Trade Union Official means a person who is employed by the Association to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the Association for an agreed period of time.
- 3.67 Workplace means the whole of the organisation or, as the case may be, a Function, Business Line or Team in which the staff member is employed.
- 3.68 Workplace management means the appropriate People Leader, or any other person authorised by the Group Executive to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of icare or part of the organisation.

#### 4. Parties to the Award

The parties to this Award are:

Insurance and Care NSW; and

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

## 5. Coverage

The provisions of this Award shall apply to permanent, temporary and casual employees (as specified in this Award) as defined in the *State Insurance and Care Governance Act 2015* (SICG Act). This Award shall not apply to Executives as defined within section 16 of the *SICG Act* or any employee remunerated at a level greater than the maximum of Grade 12 of the Salary Grade scale as detailed in Part C - Monetary Rates of this Award.

If, during the currency of this Award, the Crown Employees' (Public Service Conditions of Employment) Reviewed Award 2009 (the Conditions Award) is varied, or any existing Public Sector Determination which operated as at the effective date of this Award, the variation will be discussed at a meeting between the Association and the Chief Human Resources Officer of icare, which shall occur within 21 days of either party informing the other of the approval of the variation to the Conditions Award by the Industrial Relations Commission of NSW. The presumption will be that this Award will be varied to reflect the variation to the Conditions Award unless it is not relevant to icare. The meeting between the Association and the Chief Human Resources Officer will determine the appropriateness and wording of any variation. The onus will be on icare to justify or prove that the proposed variation is not relevant to icare.

## 6. Statement of Intent

This Award contains salaries, allowances and conditions of employment of employees employed by icare. The Award supports and encourages consultative processes, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that any excess hours, accumulated as a result of icare's work requirements, are not forfeited.

## 7. Work Environment

- 7.1 The parties to this Award are committed to providing and maintaining a work environment that complies with all relevant Work Health and Safety and Workers Compensation and Injury Management legislation.
- 7.2 Equality in employment - icare is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 7.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977*. All employees are required to refrain from, or being party to, any form of harassment in the workplace.

## 8. Grievance and Dispute Settling Procedures

- 8.1 All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within icare, if required.
- 8.2 A staff member is required to notify in writing their People Leader, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 8.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Group Executive or delegate.
- 8.4 The People Leader, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- 8.5 If the matter remains unresolved with the People Leader, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This People Leader shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the relevant Group Executive.
- 8.6 If the matter remains unresolved, the Chief Human Resources Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 8.7 A staff member, at any stage, may request to be represented by the Association.
- 8.8 The staff member, or the Association on their behalf, or the CEO&MD may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 8.9 The staff member, Association and the CEO&MD shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- 8.10 Whilst the procedures outlined in subclauses 8.1 to 8.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

#### **9. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation**

- 9.1 The entitlement to salary package in accordance with this clause is available to:
- 9.1.1 ongoing full-time and part-time staff members; and
- 9.1.2 temporary staff members, subject to icare's convenience; and
- 9.1.3 casual employees, subject to icare's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 9.7.
- 9.2 For the purposes of this clause:
- 9.2.1 "salary" means the salary or rate of pay prescribed for the staff member's Salary Grade by Part C of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- 9.2.2 "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 9.3 By mutual agreement with the Chief Human Resources Officer, a staff member may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- 9.3.1 a benefit or benefits selected from those approved by the Chief Human Resources Officer; and
- 9.3.2 an amount equal to the difference between the staff member's salary, and the amount specified by the Chief Human Resources Officer for the benefit provided to or in respect of the staff member in accordance with such agreement.
- 9.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.



- 9.5 The agreement shall be known as a Salary Packaging Agreement.
- 9.6 Except in accordance with subclause 9.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the staff member and the Chief Human Resources Officer at the time of signing the Salary Packaging Agreement.
- 9.7 Where a staff member makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the staff member may elect to have the amount sacrificed:
- 9.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
- 9.7.2 where icare is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
- 9.7.3 subject to icare's agreement, paid into another complying superannuation fund.
- 9.8 Where the staff member makes an election to salary sacrifice, icare shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 9.9 Where the staff member makes an election to salary package and where the staff member is a member of a superannuation scheme established under the:
- 9.9.1 *Police Regulation (Superannuation) Act 1906*;
- 9.9.2 *Superannuation Act 1916*;
- 9.9.3 *State Authorities Superannuation Act 1987*; or
- 9.9.4 *State Authorities Non-contributory Superannuation Act 1987*,
- icare must ensure that the staff member's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 9.10 Where the staff member makes an election to salary package, and where the staff member is a member of a superannuation fund other than a fund established under legislation listed in subclause 9.9 of this clause, icare must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by icare may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 9.11 Where the staff member makes an election to salary package:
- 9.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 9.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an staff member is entitled under this Award, Act or statute which is expressed to be determined by reference to the staff member's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the staff member under Part C of this Award if the Salary Packaging Agreement had not been entered into.
- 9.12 The Chief Human Resources Officer may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

- 9.13 The Chief Human Resources Officer will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the staff member may elect to terminate the Salary Packaging Agreement.

## **SECTION 2 - ATTENDANCE/HOURS OF WORK**

### **10. Local Arrangements**

- 10.1 Local arrangements may be negotiated between the Chief Human Resources Officer and the Association in respect of the whole of icare or part of icare in relation to any matter contained in this Award.
- 10.2 All local arrangements negotiated between the Chief Human Resources Officer and the Association must:
- 10.2.1 be approved by the CEO&MD; and
- 10.2.2 be approved in writing by the General Secretary of the Association; and
- 10.2.3 be contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an award, an enterprise agreement or other industrial instrument; and
- 10.2.4 include a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- 10.3 Subject to the provisions of subclause 10.2 of this clause, nothing in this clause shall prevent the negotiation of a Flexible Working Hours Agreement between icare and the Association in respect of the provisions contained in clause 25, Flexible Work Practices of this Award, where the conditions of employment of any group are such that the application of the standard flexitime provisions would not be practicable. Where such local arrangements do not include provisions in relation to core time, settlement periods, contract hours, flex credit, flex debit, or flex leave, the relevant provisions of clause 23, Flexible Working Hours of this Award shall apply.
- 10.4 Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 10.5 Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorised by their People Leader, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the People Leader, access to flex leave is still available.

### **11. Working Hours**

- 11.1 The working hours of staff and the manner of their recording, shall be as determined from time to time by the appropriate People Leader in accordance with any direction of the Chief Human Resources Officer. Such direction will include the definition of full time contract hours as contained in clause 3, Definitions of this Award.
- 11.2 The People Leader in charge of a Business Line or Team will be responsible to the Group Executive for the proper observance of hours of work and for the proper recording of such attendance.
- 11.3 The appropriate People Leader may require a staff member to perform duty beyond the hours determined under subclause 11.1 of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 11.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,

- 11.3.2 any risk to staff member's health and safety,
  - 11.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
  - 11.3.4 the notice (if any) given by the appropriate People Leader regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
  - 11.3.5 any other relevant matter.
- 11.4 The application of hours of work is subject to the provisions of this clause.
- 11.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 11.6 The appropriate People Leader shall ensure that all staff members employed in icare are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

## **12. Calculation of Service**

- 12.1 In calculating years of service for staff members the following aggregate periods of leave without pay shall not be taken into account:
- 12.1.1 Recreation Leave - Leave Without Pay which in any one period, exceeds 5 working days in any period of 12 months
  - 12.1.2 Sick Leave - Leave Without Pay of 21 days or more
  - 12.1.3 Increments - Leave Without Pay of 5 days or more, in any one period, defers the increment date

## **13. Casual Employment**

- 13.1 Hours of Work
- 13.1.1 A casual employee is engaged and paid on an hourly basis.
  - 13.1.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
  - 13.1.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under a local agreement negotiated under clause 10 of this Award, covering the particular class of work, or are required by the usual work pattern of the position.
- 13.2 Rate of Pay
- 13.2.1 Casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:  
  
Annual salary divided by 52.17857 divided by the ordinary weekly hours of the classification.
  - 13.2.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:  
  
15% for work performed on Mondays to Fridays (inclusive)  
  
50% for work performed on Saturdays  
  
75% for work performed on Sundays

150% for work performed on public holidays.

13.2.3 Casual employees shall also receive a 1/12th loading in lieu of annual leave.

13.2.4 The loadings specified in paragraph 13.2.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

### 13.3 Overtime

13.3.1 Casual employees shall be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under local agreement negotiated under clause 10 of this Award, covering the particular class of work, or are required by the usual work pattern of the position; or
- (b) Outside the bandwidth application to the particular class of work; or
- (c) In excess of the daily roster pattern applicable for the particular class of work; or
- (d) In excess of the standard weekly roster of hours for the particular class of work; or
- (e) In accordance with a local arrangement negotiated under clause 10 of this Award.

13.3.2 Overtime rates will be paid in accordance with the rates set in clause 82, Overtime Worked by Day Workers of this Award.

13.3.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 13.2.2.

13.3.4 The loading in lieu of annual leave as set out in paragraph 13.2.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

### 13.4 Leave

13.4.1 Other than as described under subclauses 13.4, 13.5 and 13.6, casual employees are not entitled to any other paid or unpaid leave.

13.4.2 As set out in paragraph 13.2.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

13.4.3 Casual employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.

13.4.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act*.

- (a) icare must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act*) because:
  - (i) the employee or employee's spouse is pregnant; or
  - (ii) 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.

### 13.5 Personal Carers entitlement for casual employees

13.5.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 72.4.2 of Sick Leave to Care for a Family Member of this Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 13.5.4, and the notice requirements set out in paragraph 13.5.5 of this clause.

13.5.2 The appropriate People Leader and the casual 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.

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

13.5.4 The casual employee shall, if required,

- (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) 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.

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

13.5.5 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

### 13.6 Bereavement entitlements for casual employees

13.6.1 Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by icare).

13.6.2 The appropriate People Leader and the casual 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.

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

13.6.4 The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

### 13.7 Application of other clauses of this Award to casual employees

13.7.1 The following clauses of this Award do not apply to casual employees:

11	Working Hours
18	Variation of Hours
19	Natural Emergencies and Major Transport Disruptions
21	Public Holidays
22	Standard Working Hours
22-25	relating to Flexible Working arrangements
27	Excess Travelling Time
28	Waiting Time
38	Room at Home Used as Office
43-57	relating to Trade Union activities
53	Travelling and other costs of Trade Union Delegates
57	Leave - General Provisions
57-75	relating to the various Leave provisions
77	Study Assistance
78	Shift Work
79-80	relating to Overtime
82-83	relating to Recall to Duty, On-Call and Stand-by Arrangements
87	Payment for Overtime or Leave in Lieu
88	Compensation for Additional Hours Worked by Duty Officer, State Emergency Services.

#### **14. Part-Time Employment**

##### 14.1 General

14.1.1 Part-time work may be undertaken with the agreement of the appropriate People Leader. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

14.1.2 A part-time staff member is to work contract hours less than full-time hours.

14.1.3 Unless otherwise specified in this Award, part-time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

14.1.4 Before commencing part-time work, the appropriate People Leader and the staff member must agree upon:

- (a) the hours to be worked by the staff member, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
- (b) whether flexible working hours provisions or standard hours provisions will apply to the part-time staff member; and
- (c) the classification applying to the work to be performed;

14.1.5 The terms of the agreement must be in writing and may only be varied with the consent of both parties.

14.1.6 Incremental progression for part-time staff members is the same as for full time staff members, that is, part-time staff members receive an increment annually, where such increment is available.

##### 14.2 Additional hours

14.2.1 The appropriate People Leader may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:

- (a) be paid for additional hours at their hourly rate plus a loading of 1/12<sup>th</sup> in lieu of recreation leave; or

- (b) if working under a Flexible Working Hours scheme under clause 23 of this Award, or a Local Agreement made in accordance with clause 10 of this Award, have the time worked credited as flex time.

14.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 86, Rate of Payment for Overtime of this Award.

### **15. Morning and Afternoon Breaks**

Staff members may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Staff members may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

### **16. Meal Breaks**

16.1 Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:

16.1.1 where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and

16.1.2 where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Chief Human Resources Officer and the Association to provide for payment of a penalty.

### **17. Lactation Breaks**

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

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

17.3 A part-time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

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

17.5 icare shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

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

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

- 17.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 70, Sick Leave of this Award, or access to the flexible working hours scheme provided in clause 23, Flexible Working Hours of this Award, where applicable.

### **18. Variation of Hours**

- 18.1 If the appropriate People Leader is satisfied that a staff member is unable to comply with the general hours operating in icare because of limited transport facilities, urgent personal reasons, community or family reasons, the appropriate People Leader may vary the staff member's hours of attendance on a one off, short or long-term basis, subject to the following:
- 18.1.1 the variation does not adversely affect the operational requirements;
  - 18.1.2 there is no reduction in the total number of daily hours to be worked;
  - 18.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
  - 18.1.4 a lunch break of one hour is available to the staff member, unless the staff member elects to reduce the break to not less than 30 minutes;
  - 18.1.5 no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
  - 18.1.6 ongoing arrangements are documented; and
  - 18.1.7 the Association is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

### **19. Natural Emergencies and Major Transport Disruptions**

- 19.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 19.1.1 apply to vary the working hours as provided in clause 18, Variation of Hours of this Award; and/or
  - 19.1.2 negotiate an alternative working location with the icare; and/or
  - 19.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

### **20. Notification of Absence from Duty**

- 20.1 If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify their People Leader, or must arrange for the People Leader to be notified, as soon as possible, of the reason for the absence.
- 20.2 If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate People Leader, the amount representing the period of absence shall be deducted from the staff member's pay.

### **21. Public Holidays**

- 21.1 Unless directed to attend for duty by the appropriate People Leader, a staff member is entitled to be absent from duty without loss of pay on any day which is:
- 21.1.1 a public holiday throughout the State; or



- 21.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or
- 21.1.3 a day between Boxing Day and New Year's Day determined by the CEO&MD (icare day)
- 21.2 A staff member required by the appropriate People Leader to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 21.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

## **22. Standard Working Hours**

- 22.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under the Flexible Working Hours Agreement, would equal the contract hours required to be worked under the Agreement. Standard hours could be full time or part-time.
- 22.2 Urgent Personal Business - Where a staff member requires to undertake urgent personal business, appropriate leave or time off may be granted by the appropriate People Leader. Where time off has been granted, such time shall be made up as set out in subclause 22.4.
- 22.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the appropriate People Leader approves, make the time up in accordance with subclause 22.4.
- 22.4 Making up of Time - The time taken off in circumstances outlined in subclauses 22.2 and 22.3 must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the appropriate People Leader.

## **23. Flexible Working Hours**

- 23.1 The parties to this Award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a flexible working hours agreement.
- 23.2 Unless local arrangements have been negotiated as provided in clause 10, Local Arrangements of this Award, and consistent with subclause 23.1, a flexible working hours scheme in terms of this subclause may operate, subject to operational requirements, as determined by the appropriate People Leader.
- 23.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in icare, shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses 23.11, 23.13 and 23.16, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.
- 23.4 Exclusions - Flexible working hours shall not apply to staff members who work:
- 23.4.1 permanent standard hours; or
- 23.4.2 according to a shift roster.
- 23.5 Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 23.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m., unless a different time span has been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this Award.

- 23.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement in terms of clause 10, Local Arrangements of this Award.
- 23.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the People Leader, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the CEO&MD. Where a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this Award, the lunch break shall be taken in accordance with such local arrangement.
- 23.9 Settlement period - Unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this Award, the settlement period shall be four weeks.
- 23.9.1 For time recording purposes the settlement period and flex leave must coincide.
- 23.9.2 Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Chief Human Resources Officer may extend the affected settlement period by a further 4 weeks.
- 23.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- 23.11 Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 10, Local Arrangements of this Award may be negotiated in respect of the carry over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- 23.12 Weekly hours worked during the settlement period are to be monitored by the staff member and their People Leader. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the People Leader and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 23.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 10, Local Arrangements of this Award:
- 23.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 23.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
- 23.13.3 Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to another NSW government sector organisation under the mobility provisions of Part 5 of the *Government Sector Employment Act 2013*.
- 23.14 Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 23.14.1 Where the staff member's services terminate without a period of notice for reasons other than misconduct; or

- 23.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted; or
- 23.14.3 In such other circumstances as have been negotiated between the Chief Human Resources Officer and the Association under a local arrangement in terms of clause 10, Local Arrangements of this Award; or
- 23.14.4 Prior to a staff member's last day of service the staff member and People Leader shall ensure that a staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 23.16.2.
- 23.15 Where a staff member ceases duty in icare in order to take up employment in another Government sector organisation, the same provisions as apply to recreation leave under Part 3, Division 2 of the *Government Sector Employment Regulation 2014*, Cross-government sector leave arrangements shall apply to the accrued but untaken or not forfeited flex leave.
- 23.16 Flex leave - Subject to operational requirements:
- 23.16.1 A staff member may take off one full day or two half days in a settlement period of 4 weeks.
- 23.16.2 Where it appears a staff member may exceed a 10 hour credit, as per subclause 23.11 strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
- 23.16.3 Flex leave may be taken on consecutive working days.
- 23.16.4 Absences on flex leave may be combined with other periods of authorised leave.
- 23.16.5 Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 10, Local Arrangements of this Award.
- 23.17 Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 59, Absence from Work of this Award.
- 23.18 Standard hours - Notwithstanding the provisions of this clause, the appropriate People Leader may direct the staff member to work standard hours and not flexible hours:
- 23.18.1 where the appropriate People Leader decides that the working of flexible hours by a staff member or members does not suit the operational requirements of icare, the Association shall be consulted, where appropriate; or
- 23.18.2 as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 23.19 Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of icare, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

#### **24. Non-Compliance**

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, icare shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to Part 7, Performance Management of the Government Sector Employment Rules 2014.

## 25. Flexible Work Practices

Nothing in this Award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement.

## SECTION 3 - TRAVEL ARRANGEMENTS

### 26. Travelling Compensation

- 26.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal place of work shall be met by icare.
- 26.2 The appropriate People Leader shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 26.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 26.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 26.5 icare will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 26.6 Subject to subclause 26.14, a staff member who is required by the appropriate People Leader to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- 26.7 If meals are provided by icare at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 26.8 For the first 35 days, the payment shall be:
- 26.8.1 where icare elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 3 - Allowances of Part C Monetary Rates and
  - (b) incidentals as set out in Item 3 of Table 2 - Allowances of Part C Monetary Rates, and
  - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 26.8.2 where icare elects not to pay the accommodation provider the staff member shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 2 - Allowances of Part C Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
  - (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 2 - Allowances of Part C Monetary Rates.

- 26.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the appropriate People Leader that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 26.10 Where a staff member is unable to so satisfy the appropriate People Leader, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 26.11 After the first 35 days - If a staff member is required by the appropriate People Leader to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in Item 2 of Table 2 - Allowances of Part C Monetary Rates.
- 26.12 Long term arrangements - As an alternative to the provisions after the first 35 days set out in subclause 26.11, icare may make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- 26.13 The return of a staff member to their home at weekends or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.
- 26.14 This clause does not apply to staff members who are on an employee-initiated secondment as outlined in Part 5 of the *Government Sector Employment Act 2013*.

### **27. Excess Travelling Time**

- 27.1 Excess Travelling Time - A staff member directed by the appropriate People Leader to travel on official business outside the usual hours of duty to perform work at a location other than normal headquarters will, at the appropriate People Leader's discretion, be compensated for such time either by:
- 27.1.1 Payment calculated in accordance with the provisions contained in this clause; or
- 27.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause shall be subject to the following conditions:
- 27.2.1 On a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7, all time spent travelling on official business;
- 27.2.2 On a working day - subject to the provisions of subclause 27.3, all time spent travelling on official business outside the usual hours of duty, provided that the period for which compensation is being sought is more than a half an hour on any one day.
- 27.3 Compensation for excess travelling time shall exclude the following:
- 27.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 27.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 27.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
- 27.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
- 27.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 27.3.6 Time within the flex time bandwidth;

27.3.7 Travel overseas.

27.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

27.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.

27.6 Staff members whose salary is in excess of the maximum rate for Grade 5 shall be paid travelling time or waiting time calculated at the maximum rate for Grade 5 plus \$1.00 per annum, as adjusted from time to time.

27.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

### 28. Waiting Time

When a staff member travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 27, Excess Travelling Time of this Award

### 29. Meal Expenses on One-Day Journeys

29.1 A staff member who is authorised by the appropriate People Leader to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 1 - Allowances of Table 2 of Part C Monetary Rates for: -

29.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;

29.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and

29.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

### 30. Restrictions on Payment of Travelling Allowances

30.1 An allowance under clause 26, Travelling Compensation of this Award is not payable in respect of:

30.1.1 Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;

30.1.2 Any period of leave, except with the approval of the appropriate People Leader or as otherwise provided by this clause; or

30.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.

30.2 A staff member who is in receipt of an allowance under clause 26, Travelling Compensation shall be entitled to the allowance in the following circumstances:

30.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or

30.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;

but is not entitled to any other allowance in respect of the same period.

### **31. Increase or Reduction in Payment of Travelling Allowances**

31.1 Where the Group Executive is satisfied that a travelling allowance is:

31.1.1 Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or

31.1.2 In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the staff member for expenses incurred properly and reasonably.

### **32. Production of Receipts**

Payment of any actual expenses shall be subject to the production of receipts, unless the Group Executive is prepared to accept other evidence from the staff member.

### **33. Travelling Distance**

The need to obtain overnight accommodation shall be determined by the appropriate People Leader having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area. Where staff members are required to attend conferences or seminars which involve evening sessions or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the People Leader.

## **SECTION 4 - ALLOWANCES AND OTHER MATTERS**

### **34. Allowance Payable for Use of Private Motor Vehicle**

34.1 The appropriate People Leader may authorise a staff member to use a private motor vehicle for work where:

34.1.1 Such use will result in greater efficiency or involve incurrence in less expense than if travel were undertaken by other means; or

34.1.2 Where the staff member is unable to use other means of transport due to a disability.

34.2 A staff member who, with the approval of the appropriate People Leader, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 4 of Table 2 of Part C Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 34.4.

34.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.

34.3.1 The casual rate is payable if a staff member elects, with the approval of the appropriate People Leader, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.

34.3.2 The official business rate is payable if a staff member is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the staff member is unable to use other transport due to a disability. The official business rate includes a component to compensate a staff member for owning and maintaining the vehicle.

#### 34.4 Deduction from allowance

34.4.1 Except as otherwise specified in this Award, a staff member shall bear the cost of ordinary daily travel by private motor vehicle between the staff member's residence and headquarters and for any distance travelled in a private capacity. A deduction will be made from any motor vehicle allowance paid, in respect of such travel.

34.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the staff member is required to operate on a long term basis or the designated headquarters per paragraph 34.4.3.

##### 34.4.3 Designated headquarters

- (a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.
- (b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

34.4.4 On days when a staff member uses a private vehicle for official business and travels to and from home, whether or not the staff member during that day visits headquarters, a deduction is to be made from the total distance travelled on the day. The deduction is to equal the distance from the staff member's residence to their headquarters and return or 20 kilometres (whichever is the lesser) and any distance that is travelled in a private capacity.

34.4.5 Where a headquarters has been designated per paragraph 34.4.3 and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

34.4.6 Deductions are not to be applied in respect of days characterised as follows:

- (a) When staying away from home overnight, including the day of return from any itinerary.
- (b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.
- (c) When the employee uses the vehicle for official business after normal working hours.
- (d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided care is satisfied that:
  - (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;



- (ii) the periodical ticket was in fact purchased; and
  - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.
- 34.5 The staff member must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act 1942*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the appropriate People Leader.
- 34.6 Expenses such as tolls, etc., shall be refunded to staff members where the charge was incurred during approved work related travel.
- 34.7 Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 4 of Table 2 - Allowances of Part C, Monetary Rates.

### **35. Damage to Private Motor Vehicle Used for Work**

- 35.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by icare, provided:
- 35.1.1 The damage is not due to gross negligence by the staff member; and
  - 35.1.2 The charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
- 35.2 Provided the damage is not the fault of the staff member, icare shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
- 35.2.1 The damage was sustained on approved work activities; and
  - 35.2.2 The costs cannot be met under the insurance policy due to excess clauses.

### **36. Overseas Travel**

Unless the Group Executive determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member required by icare to travel overseas on official business shall be paid the appropriate overseas travelling allowance rates as specified in the relevant Department of Premier and Cabinet Circular as issued from time to time.

### **37. Exchanges**

- 37.1 The Group Executive may arrange two way or one way exchanges with other organisations both public and private, if icare or the staff member will benefit from additional training and development which is intended to be used in the carrying out of icare's business.
- 37.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Group Executive according to the individual circumstances in each case (Item 6 of Table 2 - Allowances of Part C, Monetary Rates).
- 37.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 47, Conditions Applying to On Loan Arrangements of this Award apply to staff members who are loaned to the Association.

### **38. Room at Home Used as Office**

- 38.1 Where no office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at

their home as an office. In such cases, icare will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 7 of Table 2 - Allowances of Part C, Monetary Rates is payable for the use of a room at home as an office.

- 38.2 Where an office exists in a particular location - Where an office or offices already exist in a particular location but the staff member and the manager agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with icare policy. The allowance set out in subclause 38.1 shall not apply in these circumstances.
- 38.3 Requirements - Arrangements under subclauses 38.1 or 38.2 shall be subject to:
- 38.3.1 A formal agreement being reached in respect of the hours to be worked; and
- 38.3.2 The duties of the Person Conducting the Business or Undertaking under relevant Work Health Safety legislation to provide a safe work environment.

### **39. Uniforms, Protective Clothing and Laundry Allowance**

- 39.1 Uniform, etc. provided by icare - A staff member who is required or authorised by icare to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by icare with such clothing and shall be paid an allowance at the rate specified in Item 8 of Table 2 - Allowances of Part C, Monetary Rates for laundering the uniform or protective clothing.
- 39.2 Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by icare.
- 39.3 Uniform, etc. provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.

### **40. Compensation for Damage to or Loss of Staff Member's Personal Property**

- 40.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the *Workers Compensation Act 1987* and/or under any insurance policy of icare covering the damage to or loss of the personal property of the staff member.
- 40.2 If a claim under subclause 40.1 is rejected by the insurer, the Group Executive may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 40.2.1 Is due to the negligence of icare, another staff member, or both, in the performance of their duties; or
- 40.2.2 Is caused by a defect in a staff member's material or equipment; or
- 40.2.3 Results from a staff member's protection of or attempt to protect icare property from loss or damage.
- 40.3 Compensation in terms of subclause 40.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Group Executive may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 40.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.

- 40.5 Compensation for the damage sustained shall be made by icare where, in the course of work, clothing or items such as spectacles, hearing aids, etc., are damaged or destroyed by natural disasters or by theft or vandalism.

#### **41. Community Language Allowance Scheme (CLAS)**

- 41.1 Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:

41.1.1 Employed as interpreters and translators; and

41.1.2 Employed in those positions where particular language skills are an integral part of essential requirements of the position, shall be paid an allowance as specified in Item 1 of Table 2 - Allowances of Part C Monetary Rates, subject to subclauses 41.2 and 41.3 of this clause.

- 41.2 The base level of the CLAS is paid to staff members who:

41.2.1 are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and

41.2.2 have passed an examination administered by Multicultural NSW, or who have a National Accreditation Authority for Translators and Interpreters (NAATI) language Recognition award.

- 41.3 The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:

41.3.1 are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the appropriate People Leader; or

41.3.2 have achieved qualifications of NAATI interpreter level or above. This recognises that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

#### **42. First Aid Allowance**

- 42.1 A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 11 of Table 3 - Allowances of Part C, Monetary Rates.

- 42.2 The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.

- 42.3 The Holders of current Occupational First Aid Certificate Allowance rate will apply to a staff member appointed as a First Aid Officer who:

42.3.1 is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members; and

42.3.2 holds an Occupational First-Aid Certificate issued within the previous three years.

- 42.4 The First Aid Allowance shall not be paid during leave of one week or more.

- 42.5 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.

- 42.6 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet icare's needs, and the cost of retraining First Aid Officers, are to be met by icare.

### **43. Review of Allowances Payable in Terms of This Award**

- 43.1 Adjustment of Allowances - Allowances contained in this Award shall be reviewed as follows:

43.1.1 Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO):

- (a) Clause 26, Travelling Compensation;
- (b) Clause 29, Meal Expenses on One Day Journeys; and
- (c) Clause 86, Overtime Meal Allowances.

43.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time in the Federal Budget or by the Australian Taxation Office (ATO) if not provided in the Federal Budget:

- (a) Clause 34, Allowances Payable for the Use of Private Motor Vehicle.

43.1.3 Allowances payable in terms of clauses listed in this paragraph shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):

- (a) Clause 38, Room at Home Used as Office; and
- (b) Clause 86, Overtime Meal Allowances.

43.1.4 Allowances payable in terms of clauses listed in this paragraph shall continue to be subject to a percentage increase under a Public Sector Award, Agreement or Determination and shall be adjusted on and from the date or pay period the percentage increase takes effect:

- (a) Clause 41, Community Language Allowance Scheme (CLAS);
- (b) Clause 42, First Aid Allowance;
- (c) Clause 84, On-Call (Stand-by) and On-Call Allowance.

## **SECTION 5 - UNION CONSULTATION, ACCESS AND ACTIVITIES**

### **44. Trade Union Activities Regarded as on Duty**

- 44.1 An Association delegate will be released from the performance of normal duties when required to undertake any of the activities specified below. While undertaking such activities the Association delegate will be regarded as being on duty and will not be required to apply for leave:

44.1.1 Attendance at meetings with workplace management or workplace management representatives;

44.1.2 A reasonable period of preparation time, before-

- (a) meetings with management;
- (b) disciplinary or grievance meetings when an Association member requires the presence of an Association delegate; and

- (c) any other meeting with management,  
by agreement with management, where operational requirements allow the taking of such time;
- 44.1.3 Giving evidence in court on behalf of icare;
- 44.1.4 Appearing as a witness before the Industrial Relations Commission;
- 44.1.5 Representing the Association at the Industrial Relations Commission as an advocate or as a Tribunal Member;
- 44.1.6 Presenting information on the Association and Association activities at induction sessions for new staff of icare; and
- 44.1.7 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

#### **45. Trade Union Activities Regarded as Special Leave**

- 45.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
  - 45.1.1 Annual conferences of the Association;
  - 45.1.2 Meetings of the Association's Executive, Councils, Industry and Advisory Groups;
  - 45.1.3 Annual conference of Unions NSW and the Australian Council of Trade Unions;
  - 45.1.4 Attendance at meetings called by Unions NSW involving the Association which requires attendance of a delegate;
  - 45.1.5 Attendance at meetings called by the Board, as the employer for industrial purposes, as and when required;
  - 45.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
  - 45.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 44, 45 and 46 apply.

#### **46. Trade Union Training Courses**

- 46.1 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association will attract the grant of special leave. A maximum of 12 working days in any period of 2 years applies to this training and is subject to: -
  - 46.1.1 The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
  - 46.1.2 Payment being at the base rate, i.e. excluding extraneous payments such as shift allowance/penalty rates, overtime, etc.;
  - 46.1.3 All travelling and associated expenses being met by the staff member or the Association;
  - 46.1.4 Attendance being confirmed in writing by the Association or a nominated training provider.

#### **47. Conditions Applying to on Loan Arrangements**

- 47.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- 47.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association: -
    - (a) As an Executive Member; or
    - (b) A member of a Federal Council; or
    - (c) Vocational or industry committee.
  - 47.1.2 Briefing counsel on behalf of the Association;
  - 47.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;
  - 47.1.4 Country tours undertaken by a member of the executive or Council of the Association;
  - 47.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.
  - 47.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association: -
    - (a) icare will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
    - (b) icare will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
    - (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between icare and the Association.
  - 47.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.
  - 47.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Human Resources Officer in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
  - 47.1.9 Where the Chief Human Resources Officer and the Association cannot agree on the on loan arrangement, the matter is to be referred to the CEO&MD for determination after consultation with the Chief Human Resources Officer and the Association.

#### **48. Period of Notice for Trade Union Activities**

The Chief Human Resources Officer must be notified in writing by the Association or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.

**49. Access to Facilities by Trade Union Delegates**

- 49.1 The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Association activities:
- 49.1.1 Telephone, facsimile, internet and email facilities;
  - 49.1.2 A notice board for material authorised by the Association or access to staff notice boards for material authorised by the Association;
  - 49.1.3 Workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Association.

**50. Responsibilities of the Trade Union Delegate**

- 50.1 Responsibilities of the Association delegate are to:
- 50.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
  - 50.1.2 Participate in the workplace consultative processes, as appropriate;
  - 50.1.3 Follow the dispute settling procedure applicable in the workplace;
  - 50.1.4 Provide sufficient notice to the People Leader of any proposed absence on authorised Association business;
  - 50.1.5 Account for all time spent on authorised Association business;
  - 50.1.6 When special leave is required, to apply for special leave in advance;
  - 50.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Chief Human Resources Officer and the Association; and
  - 50.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

**51. Responsibilities of the Trade Union**

- 51.1 Responsibilities of the Association are to:
- 51.1.1 Provide written advice to the Chief Human Resources Officer about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
  - 51.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 52.1.3 of Responsibilities of Workplace Management of this Award;
  - 51.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
  - 51.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
  - 51.1.5 Apply to the Chief Human Resources Officer well in advance of any proposed extension to the "on loan" arrangement;
  - 51.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the employer are used reasonably and properly; and

51.1.7 Advise employer of any leave taken by the Association delegate during the on loan arrangement.

## **52. Responsibilities of Workplace Management**

52.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:

52.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;

52.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;

52.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;

52.1.4 Where possible, to provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;

52.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;

52.1.6 Where an Association activity provided under this clause needs to be undertaken on the Association delegate's rostered day off or during an approved period of flexi leave, to apply the provisions of paragraph 52.1.5;

52.1.7 To continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;

52.1.8 To verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and

52.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, to consult with the Association before taking any remedial action.

## **53. Right of Entry Provisions**

The right of entry provisions shall be as prescribed under the relevant Work Health and Safety legislation and the *Industrial Relations Act 1996*.

## **54. Travelling and Other Costs of Trade Union Delegates**

54.1 Except as specified in paragraph 52.1.3 of Responsibilities of Workplace Management of this Award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.

54.2 In respect of meetings called by the workplace management in terms of paragraph 52.1.3 of Responsibilities of Workplace Management of this Award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 26, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances of this Award.

54.3 No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from icare, in respect of Association activities covered by special leave or on duty activities provided for in this clause.



- 54.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on icare by the Association or the staff member.

### **55. Industrial Action**

- 55.1 Provisions of the *Industrial Relations Act* 1996 shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 8, Grievance and Dispute Settling Procedures).
- 55.2 There will be no victimisation of staff members prior to, during or following such industrial action.

### **56. Consultation and Technological Change**

There shall be effective means of consultation, as set out in the relevant Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between icare and Association.

### **57. Deduction of Trade Union Membership Fees**

At the staff member's election, the Chief Human Resources Officer shall provide for the staff member's Association membership fees to be deducted from the staff member's pay and ensure that such fees are transmitted to the staff member's Association at regular intervals. Alternative arrangements for the deduction of Association membership fees may be negotiated between the Chief Human Resources Officer and the Association in accordance with clause 10, Local Arrangements of this Award.

## **SECTION 6 - LEAVE**

### **58. Leave - General Provisions**

- 58.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Chief Human Resources Officer and the Association in terms of clause 10, Local Arrangements of this Award.
- 58.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this Award on a pro rata basis, calculated according to the number of hours worked per week.
- 58.3 Where paid and unpaid leave is available to be granted in terms of this Award, paid leave shall be taken before unpaid leave.

### **59. Absence from Work**

- 59.1 A staff member must not be absent from work unless reasonable cause is shown.
- 59.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the People Leader as soon as possible of the staff member's absence and the reason for the absence.
- 59.3 If a satisfactory explanation for the absence, is not provided, the staff member will be regarded as absent from duty without authorised leave and the appropriate People Leader shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 59.4 The minimum period of leave available to be granted shall be a quarter day, unless local arrangements negotiated in the workplace allow for a lesser period to be taken.
- 59.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

## 60. Applying for Leave

- 60.1 An application by a staff member for leave under this Award shall be made to and dealt with by the appropriate People Leader.
- 60.2 The appropriate People Leader shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of icare permit this to be done.

## 61. Extended Leave

### 61.1 Definition of "service"

61.1.1 For the purposes of Extended leave, service includes:

- (a) in the case of a staff member who has completed at least 10 years' service-any period of leave without pay, not exceeding 6 months, taken after 13 December 1963, and
- (b) service occurring before 24 February 2014, including service of the kind referred to in paragraph (a).

61.1.2 Subject to clauses 61.2.3 and 61.3.3 for the purpose of determining whether or not a staff member has completed at least 10 years' service, as referred to in subclause 61.1.1(a), the staff member's period of service is taken:

- (a) to include any period of leave without pay taken before 13 December 1963, and
- (b) to exclude any period of leave without pay taken after 13 December 1963.

### 61.2 Extended leave entitlements generally

61.2.1 After service for 7 years or more but not more than 10 years, a staff member is entitled to extended leave, proportionate to his or her length of service, calculated at the rate of:

- (a) 2 months on full pay, or
- (b) 4 months on half pay, or
- (c) one month on double pay,

for 10 years served.

61.2.2 After service for more than 10 years, a staff member is entitled to extended leave under subclause 61.2.1 in respect of the first 10 years and additional extended leave, proportionate to his or her length of service, calculated at the rate of:

- (a) 5 months on full pay, or
- (b) 10 months on half pay, or
- (c) 2.5 months on double pay,

for each 10 years served after the first 10 years.

61.2.3 For the purposes of this clause, service includes any period of leave without pay taken before 13 December 1963.

### 61.3 Entitlement to extended leave if employment terminated in special circumstances

61.3.1 This clause applies to a staff member with at least 5 years' service but less than 7 years' service whose services are terminated:

- (a) by the staff member for reasons of illness, incapacity or domestic or other pressing necessity, or
- (b) by icare for reasons other than for misconduct.

61.3.2 The staff member is entitled to:

- (a) for 5 years' service-one month's leave on full pay, and
- (b) for further service in excess of 5 years-additional leave proportionate to the staff member's length of service (up to but not including 7 years), calculated at the rate of 3 months' leave for 15 years' service.

61.3.3 For the purposes of this clause, service does not include any period of leave without pay, whether taken before, on or after 13 December 1963.

#### 61.4 Payment of accrued leave on termination of employment

61.4.1 If a staff member has acquired a right to extended leave and his or her services are terminated, the staff member may not take the extended leave but is instead to be paid the money value of the extended leave.

61.4.2 Any pension to which any such staff member is entitled under the *Superannuation Act 1916* commences from and including the date on which the staff members' extended leave, if taken, would have commenced.

#### 61.5 Leave to be paid out to dependants in cases of death

61.5.1 If a staff member has acquired a right to extended leave and dies before starting it, or after starting it dies before completing it:

- (a) the staff member's spouse, or
- (b) if there is no such spouse, the staff member's children, or
- (c) if there is no such spouse or child, the person who, in the opinion of the Chief Human Resources Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the extended leave not taken or not completed.

61.5.2 If a staff member with at least 5 years' service but less than 7 years' service dies:

- (a) the staff member's spouse, or
- (b) if there is no such spouse, the staff member's children, or
- (c) if there is no such spouse or child, the person who, in the opinion of the Chief Human Resources Officer, was, at the time of the staff member's death, a dependent relative of the staff member,

is entitled to receive the money value of the extended leave that would have accrued to the staff member had his or her services terminated as referred to in clause 61.3.1.

61.5.3 If there is a guardian of any child referred to in subclause 61.5.1(b) or 61.5.2(b), the payment to which the child is entitled may be made to the child's guardian for the child's maintenance, education and advancement.

61.5.4 If:

- (a) no person is entitled to receive a payment under subclause 61.5.1 or 61.5.2, or
- (b) it appears to the Chief Human Resources Officer that more than one person is entitled as a spouse to a payment under subclause 61.5.1 or 61.5.2,

the payment must instead be made to the staff member's personal representatives.

61.5.5 Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.

61.5.6 In this clause, spouse of a staff member includes a de facto partner of the staff member at the time of his or her death.

Note. De facto partner is defined in section 21C of the *Interpretation Act 1987*.

61.6 Leave entitlement reduced by leave already taken or paid out

61.6.1 The following amounts of extended leave are to be deducted from a staff member's extended leave entitlement:

- (a) for each period of extended leave taken on full pay-the number of days (or parts of a day) so taken,
- (b) for each period of extended leave taken on half pay-half the number of days (or parts of a day) so taken,
- (c) for each period of extended leave taken on double pay-twice the number of days (or parts of a day) so taken,
- (d) for each period of extended leave in respect of which the staff member has been paid the money value-the number of days of extended leave on full pay that is equivalent to the money paid.

61.6.2 If a public holiday occurs while a staff member is taking extended leave, the amount of extended leave to be deducted is to be reduced by the length of the holiday (one day or half a day, as the case requires).

61.6.3 In subclause 61.6.2, public holiday means any special or public holiday for which the staff member is entitled to payment.

## **62. Family and Community Service Leave**

62.1 The appropriate People Leader shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 62.2. The appropriate People Leader may also grant leave for the purposes in subclause 62.3. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

62.2 Such unplanned and emergency situations may include, but not be limited to, the following: -

62.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;

62.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

- 62.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
- 62.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
- 62.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the appropriate People Leader considers the granting of family and community service leave to be appropriate in a particular case.
- 62.3 Family and community service leave may also be granted for:
- 62.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Council or Chairperson of a County Council; and
- 62.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 62.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 72.4.2 of Sick Leave to Care for a Family Member of this Award.
- 62.5 Family and community service leave shall accrue as follows:
- 62.5.1 two and a half days in the staff member's first year of service;
- 62.5.2 two and a half days in the staff member's second year of service; and
- 62.5.3 one day per year thereafter.
- 62.6 If available family and community service leave is exhausted as a result of natural disasters, the Group Executive shall consider applications for additional family and community service leave, if some other emergency arises.
- 62.7 If available family and community service leave is exhausted, on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- 62.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 72, Sick Leave to Care for a Family Member of this Award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 62.9 The appropriate People Leader may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

### **63. Leave Without Pay**

- 63.1 The appropriate People Leader may grant leave without pay to a staff member if good and sufficient reason is shown.
- 63.2 Leave Without Pay May be Granted on a Full-Time Or a Part-Time Basis.
- 63.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.

- 63.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 63.5 A staff member who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Group Executive.
- 63.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 63.7 No paid leave shall be granted during a period of leave without pay.
- 63.8 A permanent appointment may be made to the staff member's position if:
- 63.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
  - 63.8.2 the staff member is advised of icare's proposal to permanently backfill their position; and
  - 63.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
  - 63.8.4 icare advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 63.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 63.10 The staff member does not cease to be employed by icare if their position is permanently backfilled.
- 63.11 Subclause 63.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with sub-paragraph 66.9.1(a) of Parental Leave or to military leave.

#### **64. Military Leave**

- 64.1 During the period of 12 months commencing on 1 July each year, the appropriate People Leader may grant to a staff member who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- 64.2 In accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary Defence Reserve Service.
- 64.3 Up to 24 working days military leave per financial year may be granted by the appropriate People Leader to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 64.1.
- 64.4 A appropriate People Leader may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- 64.5 A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause 64.3 of this clause may be granted Military Leave Top Up Pay by the Group Executive.
- 64.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.

- 64.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and icare will continue to make superannuation contributions at the normal rate.
- 64.8 At the expiration of military leave in accordance with subclause 64.3 or 64.4, the staff member shall furnish to the appropriate People Leader a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

### **65. Observance of Essential Religious Or Cultural Obligations**

- 65.1 A staff member of:
- 65.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 65.1.2 Employees who are Aboriginal and Torres Strait Islanders shall be entitled to one day during NAIDOC week so that they can participate in National Aboriginal and Islander Day celebrations; or
- 65.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 65.2 Provided adequate notice as to the need for leave is given by the staff member to icare and it is operationally convenient to release the staff member from duty, the appropriate People Leader must grant the leave applied for by the staff member in terms of this clause.
- 65.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the appropriate People Leader, subject to:
- 65.3.1 Adequate notice being given by the staff member;
- 65.3.2 Prior approval being obtained by the staff member; and
- 65.3.3 The time off being made up in the manner approved by the appropriate People Leader.
- 65.4 Notwithstanding the provisions of subclauses 65.1, 65.2 and 65.3, arrangements may be negotiated between icare and the Association in terms of clause 10, Local Arrangements of this Award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

### **66. Parental Leave**

- 66.1 Parental leave includes maternity, adoption and "other parent" leave.
- 66.2 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- 66.2.1 For a period up to 9 weeks prior to the expected date of birth; and
- 66.2.2 For a further period of up to 12 months after the actual date of birth.
- 66.2.3 A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 66.3 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:

- 66.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 66.3.2 For such period, not exceeding 12 months on a full-time basis, as the appropriate People Leader may determine, if the child has commenced school at the date of the taking of custody.
- 66.3.3 Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- 66.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 66.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 66.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 66.4.1. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 66.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- 66.5.1 applied for parental leave within the time and in the manner determined set out in subclause 66.10; and
- 66.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 66.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
  - (b) fortnightly as normal; or
  - (c) fortnightly at half pay; or
  - (d) a combination of full pay and half pay.
- 66.6 Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 66.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 66.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- 66.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 66.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:



- 66.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 66.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
- 66.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 66.8 Except as provided in subclauses 66.5, 66.6 and 66.7, parental leave shall be granted without pay.
- 66.9 Right to request
- 66.9.1 A staff member who has been granted parental leave in accordance with subclause 66.2, 66.3 or 66.4 may make a request to the appropriate People Leader to:
- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
- to assist the staff member in reconciling work and parental responsibilities.
- 66.9.2 The appropriate People Leader shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or icare's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 66.10 Notification Requirements
- 66.10.1 When icare is made aware that a staff member or their spouse is pregnant or is adopting a child, the appropriate People Leader must inform the staff member of their entitlements and their obligations under this Award.
- 66.10.2 A staff member who wishes to take parental leave must notify the appropriate People Leader in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) that she/he intends to take parental leave, and
  - (b) the expected date of birth or the expected date of placement, and
  - (c) if she/he is likely to make a request under subclause 66.9 of this clause.
- 66.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
  - (b) the period of leave to be taken.
- 66.10.4 Staff member's request and the appropriate People Leader's decision to be in writing.
- The staff member's request under paragraph 66.9.1 and the appropriate People Leader's decision made under paragraph 66.9.2 must be recorded in writing.

- 66.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the appropriate People Leader in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the appropriate People Leader agrees.
- 66.10.6 A staff member on maternity leave is to notify icare of the date on which she gave birth as soon as she can conveniently do so.
- 66.10.7 A staff member must notify icare as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 66.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of icare and any number of times with the consent of icare. In each case she/he must give icare at least 14 days' notice of the change unless the appropriate People Leader decides otherwise.
- 66.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 66.9, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 66.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- 66.13 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the appropriate People Leader approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 66.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks' notice (or less if acceptable) must be given.
- 66.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 66.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 66.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 66.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
  - 66.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
  - 66.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 66.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the appropriate People Leader, should, in

consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

66.19 If such adjustments cannot reasonably be made, the appropriate People Leader must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.

66.20 Communication during parental leave

66.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, icare 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 staff member held before commencing parental leave; and
- (b) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.

66.20.2 The staff member shall take reasonable steps to inform the appropriate People Leader about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.

66.20.3 The staff member shall also notify the appropriate People Leader of changes of address or other contact details which might affect icare's capacity to comply with paragraph 66.20.1.

#### **66A. Sector-Wide Parental Leave Enhancements**

66A.1 Additional parental leave provisions were introduced from 1 July 2021 to provide gender neutral parental leave, special leave for pre-term births and miscarriage leave. Further enhancements introduced on 1 October 2022 provide for paid parental leave for employees providing permanent out-of-home care, leave for fertility treatment, and an additional two weeks' parental leave where each parent in a couple has exhausted the paid parental leave provisions provided by their employer.

66A.2 Employees are entitled to these enhancements as set out in relevant Premier's Memoranda.

#### **67. Purchased Leave**

67.1 A staff member may apply to enter into an agreement with icare to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.

67.1.1 Each application will be considered subject to operational requirements and personal needs and will take into account the business needs and work demands.

67.1.2 The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.

67.1.3 The leave will count as service for all purposes.

67.2 The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.

67.2.1 Purchased leave rate of pay means the rate of pay a staff member receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.

- 67.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 67.3 Purchased leave is subject to the following provisions:
- 67.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
- 67.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
- 67.3.3 Sick leave cannot be taken during a period of purchased leave.
- 67.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
- 67.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
- 67.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 67.4 Specific conditions governing purchased leave may be amended from time to time by the Chief Human Resources Officer in consultation with the Association. The Chief Executive in consultation with the Board may make adjustments relating to their salary administration arrangements.

## 68. Recreation Leave

- 68.1 Accrual
- 68.1.1 Except where stated otherwise in this Award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- 68.1.2 Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, who is stationed indefinitely in a remote area of the State, being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.
- 68.1.3 Recreation leave accrues from day to day.
- 68.2 Limits on Accumulation and Direction to Take Leave
- 68.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the appropriate People Leader in special circumstances.
- 68.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the appropriate People Leader according to the wishes of the staff member.
- 68.2.3 The appropriate People Leader shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to icare.
- 68.2.4 The appropriate People Leader shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to icare.

- 68.2.5 A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and icare must cooperate in this process. icare may direct a staff member with more than 8 weeks to take their recreation leave so that it reduces to below 8 weeks.
- 68.3 Conservation of Leave - If the appropriate People Leader is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the appropriate People Leader shall: -
- 68.3.1 Specify in writing the period of time during which the excess shall be conserved; and
- 68.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 68.3.3 An appropriate People Leader will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 68.4 Miscellaneous
- 68.4.1 Unless a local arrangement has been negotiated between the Chief Human Resources Officer and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 68.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 68.4.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 68.4.4.
- 68.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers Compensation Act 1987*; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 68.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 68.4.4 shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 68.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 68.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 66, Parental Leave of this Award.
- 68.4.8 On cessation of employment, a staff member is entitled to be paid, the money value of accrued recreation leave which remains untaken.
- 68.4.9 A staff member to whom paragraph 68.4.8 applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 68.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 68.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:

- 68.6.1 To the widow or widower of the staff member; or
- 68.6.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or
- 68.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Chief Human Resources Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- 68.6.4 If there is no person entitled under paragraphs 68.6.1, 68.6.2 or 68.6.3 to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- 68.7 Additional compensation for rostered work performed by shift workers on Sundays and Public Holidays  
Shift workers who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December of one year to 30 November, of the following year, or part thereof, shall be entitled to receive additional annual leave or payment as provided for in subclauses 79.5 or 79.6 respectively of clause 79, Shift Work of this Award.
- 68.8 Recreation leave does not accrue during leave without pay other than
- 68.8.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 68.8.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 68.8.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 68.8.4 incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers Compensation Act 1998*; or
- 68.8.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.
- 68.9 A staff member entitled to additional recreation leave under paragraph 68.1.2, or under paragraphs 79.7.6 or 79.8.5 of clause 79, Shift Work of this Award, can elect at any time to cash out the additional recreation leave.

### **69. Annual Leave Loading**

- 69.1 General - Subject to the provisions set out in subclause 69.2 the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 69.2 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
- 69.2.1 The shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
- 69.2.2 17½% annual leave loading.
- 69.3 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 69.4 Payment of annual leave loading for the leave year to 30 November shall be paid in the first full pay period in December of that calendar year.
- 69.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

## 70. Sick Leave

- 70.1 Illness in this clause and in clauses 71 and 72 of this Award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- 70.2 Payment for sick leave is subject to the staff member:
- 70.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and
  - 70.2.2 Providing evidence of illness as soon as practicable if required by clause 71, Sick Leave - Requirements for Evidence of Illness of this Award.
- 70.3 If the appropriate People Leader is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the appropriate People Leader:
- 70.3.1 Shall grant to the staff member sick leave on full pay; and
  - 70.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this Award to sick leave on full pay.
- 70.4 The appropriate People Leader may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- 70.4.1 is unable to carry out their duties without distress; or
  - 70.4.2 risks further impairment of their health by reporting for duty; or
  - 70.4.3 is a risk to the health, wellbeing or safety of other staff members, clients or members of the public.
- 70.5 The appropriate People Leader may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.
- 70.6 Entitlements. Staff members accruing sick leave:
- 70.6.1 At the commencement of employment with icare, a full-time staff member is granted an accrual of 5 days sick leave.
  - 70.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.
  - 70.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.
  - 70.6.4 All continuous service as a staff member in the NSW Government Sector shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW Government Sector is not continuous, previous periods of Government Sector service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.
  - 70.6.5 Notwithstanding the provisions of paragraph 70.6.4, sick leave accrued and not taken in the service of a Government sector employer may be accessed in terms of Part 3, Division 2 of the *Government Sector Employment Regulation 2014*, Cross-government sector leave arrangements.
  - 70.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.

- 70.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 70.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 70.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the appropriate People Leader approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 70.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

### **71. Sick Leave - Requirements for Evidence of Illness**

- 71.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the appropriate People Leader in respect of the absence.
- 71.2 In addition to the requirements under subclause 70.2 of clause 70, Sick Leave of this Award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the appropriate People Leader. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the appropriate People Leader for each occasion absent for the balance of the calendar year.
- 71.3 As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the appropriate People Leader is satisfied that the reason for the absence is genuine.
- 71.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the appropriate People Leader will advise them in advance.
- 71.5 If the appropriate People Leader is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the icare nominated medical assessor for advice.
- 71.5.1 The type of leave granted to the staff member will be determined by the appropriate People Leader based on the medical assessor's advice.
- 71.5.2 If sick leave is not granted, the appropriate People Leader will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 71.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of icare.
- 71.7 The reference in this clause to evidence of illness shall apply, as appropriate:
- 71.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the appropriate People Leader's discretion, another registered health services provider, or
- 71.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 71.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 71.7.3 at the appropriate People Leader's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.



71.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the appropriate People Leader satisfactory evidence of illness in respect of an illness which occurred during the leave, the appropriate People Leader may, subject to the provisions of this clause, grant sick leave to the staff member as follows:

71.8.1 In respect of recreation leave, the period set out in the evidence of illness;

71.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.

71.9 Subclause 71.8 applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

## **72. Sick Leave to Care for a Family Member**

72.1 Where family and community service leave provided for in clause 62 of this Award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 72.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.

72.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the appropriate People Leader may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.

72.3 If required by the appropriate People Leader to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 71.6 of Sick Leave - Requirements for Evidence of Illness of this Award.

72.4 The entitlement to use sick leave in accordance with this clause is subject to:-

72.4.1 The staff member being responsible for the care and support of the person concerned; and

72.4.2 The person concerned being: -

- (a) a spouse of the staff member; or
- (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; 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 or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
- (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition: -

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse or partner has to the relatives of the other; and

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

**73. Sick Leave - Workers Compensation**

- 73.1 icare shall advise each staff member of their rights under the Workers Compensation and Injury Management Legislation, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 73.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the Workers Compensation and Injury Management Legislation shall be required to lodge a claim for any such compensation.
- 73.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the appropriate People Leader shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 73.4 The appropriate People Leader will ensure that, once received by icare, a staff member's workers compensation claim is lodged by the icare with the workers compensation insurer within the statutory period prescribed in the Workers Compensation and Injury Management Legislation.
- 73.5 Pending the determination of that claim and on production of an acceptable medical certificate, the appropriate People Leader shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 73.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- 73.7 A staff member who continues to receive compensation after the completion of the period of 13 weeks referred to in section 36 of the *Workers Compensation Act 1987* may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- 73.7.1 Before approving the use of sick leave in this subclause, the appropriate People Leader must be satisfied that the staff member is complying with the obligations imposed by the Workers Compensation and Injury Management Legislation which requires that the staff member must:
- (a) participate and cooperate in the establishment of the required injury management plan for the staff member;
  - (b) comply with obligations imposed on the staff member by or under the injury management plan established for the staff member;
  - (c) when requested to do so, nominate as their treating doctor for the purposes of the injury management plan a medical practitioner who is prepared to participate in the development of, and in the arrangements under, the plan;
  - (d) authorise the nominated treating doctor to provide relevant information to the insurer or the appropriate People Leader for the purposes of the injury management plan; and
  - (e) make all reasonable efforts to return to work as soon as possible, having regard to the nature of the injury.
- 73.8 If a staff member notifies the appropriate People Leader that he or she does not intend to make a claim for any such compensation, the appropriate People Leader shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.

- 73.9 A staff member may be required to submit to a medical examination under the *Workplace Injury Management and Workers Compensation Act 1998* in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.
- 73.10 If icare provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the Workers Compensation and Injury Management Legislation and, without good reason, the staff member fails to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 73.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 87F Commutation by agreement of the *Workers Compensation Act 1987*.
- 73.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of: -
- 73.12.1 The staff member's claim for workers compensation;
- 73.12.2 The conduct of a medical examination by a Government or other Medical Officer;
- 73.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
- 73.12.4 Action taken by icare either under the Workers Compensation and Injury Management Legislation or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

#### **74. Sick Leave - Claims Other Than Workers Compensation**

- 74.1 If the circumstances of any injury to or illness of a staff member give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987*, sick leave on full pay may, subject to and in accordance with this clause, be granted to the staff member on completion of an acceptable undertaking that: -
- 74.1.1 Any such claim, if made, will include a claim for the value of any period of paid sick leave granted by icare to the staff member; and
- 74.1.2 In the event that the staff member receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of sick leave, the staff member will repay to icare the monetary value of any such period of sick leave.
- 74.2 Sick leave on full pay shall not be granted to a staff member who refuses or fails to complete an undertaking, except in cases where the appropriate People Leader is satisfied that the refusal or failure is unavoidable.
- 74.3 On repayment to icare of the monetary value of sick leave granted to the staff member, sick leave equivalent to that repayment and calculated at the staff member's ordinary rate of pay, shall be restored to the credit of the staff member.

#### **75. Special Leave**

- 75.1 Special Leave - Jury Service
- 75.1.1 A staff member shall, as soon as possible, notify the appropriate People Leader of the details of any jury summons served on the staff member.
- 75.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the

appropriate People Leader a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the *Jury Act* 1977 in respect of any such period.

- 75.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the appropriate People Leader shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the appropriate People Leader shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- 75.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at court as a witness in an official capacity shall be paid by icare.
- 75.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- 75.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 75.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 75.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by icare for the required period.
- 75.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- 75.5 Special Leave - Examinations -
- 75.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the appropriate People Leader.
- 75.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 75.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 75.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 45, Trade Union Activities Regarded as Special Leave of this Award.
- 75.7 Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to a staff member who is temporarily living away from home as a result of work requirements. Such staff member shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the staff member wishes to return home more often, such staff member may be granted recreation leave, extended leave or flex leave to credit or leave without pay, if the operational requirements allow.

- 75.8 Return Home When Transferred to New Location - Special leave shall be granted to a staff member who has moved to the new location ahead of dependants, to visit such dependants.
- 75.9 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the People Leader and staff member.
- 75.10 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Group Executive for such other purposes as they consider appropriate.
- 75.11 Matters arising from domestic violence situations.

When the leave entitlements referred to in clause 76, Leave for Matters Arising from Domestic Violence, have been exhausted, the Group Executive shall grant up to five days per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations.

### **76. Leave for Matters Arising from Domestic Violence**

- 76.1 The definition of domestic violence is found in clause 3.16 of this Award.
- 76.2 Employees, including casual employees, are entitled to 20 days of paid domestic and family violence leave in each calendar year. This leave is not cumulative.
- 76.3 Paid domestic and family violence leave is not pro-rata for part-time or casual employees.
- 76.4 Employees can take paid domestic and family violence leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an employee must take in a day.
- 76.5 Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:
- 76.5.1 seeking safe accommodation or establishing safety;
  - 76.5.2 attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
  - 76.5.3 attending court and other legal proceedings relating to their experience of domestic and family violence;
  - 76.5.4 organising alternative care or education arrangements for their children or person(s) in their care;
  - 76.5.5 other activities that will help them to establish safety and recover from their experience of domestic and family violence; or
  - 76.5.6 any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.
- 76.6 Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise their employer of the need to take domestic and family violence leave as soon as possible.
- 76.7 The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- 76.8 The employer should only require evidence of the occurrence of domestic and family violence in exceptional circumstances and should use their discretion when assessing whether evidence is needed, and if so, what type of evidence.

- 76.9 Evidence of the occurrence of domestic and family violence may include:
- 76.9.1 a document issued by the police, a court, a domestic violence support service or a member of the legal profession;
  - 76.9.2 a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
  - 76.9.3 a medical certificate;
  - 76.9.4 a statutory declaration by the employee experiencing domestic and family violence; or
  - 76.9.5 any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.
- 76.10 Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.
- 76.11 The intent of paid domestic and family violence leave is to provide employees with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave.
- 76.11.1 Full-time and part-time employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.
  - 76.11.2 Casual employees will be paid at their full rate of pay for the hours they were rostered for and would have worked had they not taken the leave. For the purposes of this clause, "Rostered" means the employer has offered specific hours of work and the casual employee has accepted that offer.
- 76.12 Employers must keep personal information about domestic and family violence (including information about support provided by the Employer) confidential. This includes not recording instances of or information about domestic and family violence leave on:
- 76.12.1 payslips,
  - 76.12.2 the employee's personnel file, or
  - 76.12.3 rosters.
- 76.13 Any information regarding an employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the employee's consent, a relevant senior manager.
- 76.14 Employers must not take adverse action against an employee because they:
- 76.14.1 have experienced, or are experiencing, domestic and family violence;
  - 76.14.2 use the paid domestic and family violence leave provisions; or
  - 76.14.3 are a casual employee who declines to take a shift they are not rostered for because they are attending to a matter connected with domestic and family violence at that time.
- 76.15 The employer will provide support to an employee experiencing domestic and family violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.

**76A. Leave for Employees Providing Support to people experiencing Domestic and Family Violence**

- 76A.1 Employees providing care and support to a member of their family or household experiencing domestic and family violence may, if the criteria is met, access existing leave entitlements including:
- 76A.1.1 Family and Community Service Leave (Clause 62); or
  - 76A.1.2 Sick Leave to Care for a Family Member (Clause 72).
- 76A.2 The "family" or "household" member that the employee is providing care and support to must meet the definition of these terms, as referred to at:
- 76A.2.1 Clause 62. Family and Community Service Leave
  - 76A.2.2 Clause 72. Sick Leave to Care for a Family Member
- 76A.3 If the employer needs to establish the reasons for an employee accessing existing leave entitlements under these provisions, the employee may be required to provide evidence consistent with subclause 71, Sick Leave - Requirements for Evidence of Illness of this award or any other form of evidence that is considered acceptable by the employer such as a statutory declaration.
- 76A.4 Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.

**SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT****77. Staff Development and Training Activities**

- 77.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 77.1.1 All staff development courses conducted by a NSW Government Sector organisation;
  - 77.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
  - 77.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 77.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities: -
- 77.2.1 Activities for which study assistance is appropriate;
  - 77.2.2 Activities to which other provisions of this Award apply (e.g. courses conducted by the Association); and
  - 77.2.3 Activities which are of no specific relevance to the NSW Government Sector.
- 77.3 Attendance of a staff member at activities considered by the appropriate People Leader to be:
- 77.3.1 Essential for the efficient operation of icare; or
  - 77.3.2 Developmental and of benefit to the NSW Government sector shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 77.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of icare:

- 77.4.1 Recognition that the staff members are performing normal duties during the course;
- 77.4.2 Adjustment for the hours so worked under flexible working hours;
- 77.4.3 Payment of course fees;
- 77.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
- 77.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the appropriate People Leader is satisfied that the approval to attend constitutes a direction to work overtime under clause 80 Overtime - General of this Award.
- 77.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to icare:
- 77.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
- 77.5.2 Payment of course fees;
- 77.5.3 Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 77.5.4 Such other conditions as may be considered appropriate by the appropriate People Leader given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 77.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the Government sector, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the appropriate People Leader is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 77.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

### **78. Study Assistance**

- 78.1 The appropriate People Leader shall have the power to grant or refuse study time.
- 78.2 Where the appropriate People Leader approves the grant of study time, the grant shall be subject to:
- 78.2.1 The course being a course relevant to icare and/or the Government sector;
- 78.2.2 The time being taken at the convenience of icare; and
- 78.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 78.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- 78.4 Study time may be used for:
- 78.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or



- 78.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 78.4.3 Private study; and/or
- 78.4.4 Accumulation, subject to the conditions specified in subclauses 78.6 to 78.9 of this clause.
- 78.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows: -
- 78.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 78.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 78.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 78.6 to 78.9.
- 78.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of icare.
- 78.7 Staff members on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff member and icare.
- 78.8 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 78.9 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 78.10 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 78.11 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 78.12 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 78.13 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 78.14 Repeated subjects - Study time shall not be granted for repeated subjects.
- 78.15 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 78.16 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.

78.17 The period granted as examination leave shall include:

78.17.1 Time actually involved in the examination;

78.17.2 Necessary travelling time, in addition to examination leave,

but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.

78.18 The examination leave shall be granted for deferred examinations and in respect of repeat studies.

78.19 Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.

78.20 All staff members are eligible to apply and no prior service requirements are necessary.

78.21 Study leave shall be granted without pay, except where the Chief Human Resources Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief Human Resources Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.

78.22 Where financial assistance is approved by icare for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.

78.23 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the icare may choose to identify courses or educational programmes of particular relevance or value and establish a scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

## **SECTION 8 - SHIFT WORK AND OVERTIME**

### **79. Shift Work**

79.1 Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings depending on the commencing times of shifts:

Day - at or after 6am and before 10am	Nil
Afternoon - at or after 10am and before 1pm	10.0%
Afternoon - at or after 1pm and before 4pm	12.5%
Night - at or after 4pm and before 4am	15.0%
Night - at or after 4am and before 6am	10.0%

79.2 The loadings specified in subclause 79.1 shall only apply to shifts worked from Monday to Friday.

79.3 Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.

79.4 Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.

- 79.5 Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- 79.6 Public Holidays - With the exception of classifications listed in subclauses 79.7 and 79.8, the following shall apply:
- 79.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
- 79.6.2 A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;
- 79.7 Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the appropriate People Leader.
- 79.8 Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty-eight (48) hours' notice of the proposed change.
- 79.9 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 79.10 If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 81, Overtime Worked by Shift Workers of this Award, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 79.11 Time spent off duty may be calculated by determining the amount of time elapsed after: -
- 79.11.1 The completion of an ordinary rostered shift; or
- 79.11.2 The completion of authorised overtime; or
- 79.11.3 The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 79.12 Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

### **80. Overtime - General**

- 80.1 A staff member may be directed by the appropriate People Leader to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 80.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- 80.1.2 Any risk to staff member health and safety,
- 80.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,

- 80.1.4 The notice (if any) given by the appropriate People Leader regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
- 80.1.5 Any other relevant matter.
- 80.2 Payment for overtime shall be made only where the staff member works directed overtime.
- 80.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 10, Local Arrangements of this Award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the appropriate People Leader to work more than 7 hours after finishing overtime or before commencing overtime.
- 80.4 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- 80.4.1 Compensation specifically provided for overtime and/or on-call (standby) allowance; or
- 80.4.2 Be paid an allowance for overtime and/or on-call (standby) allowance; or
- 80.4.3 A rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

### **81. Overtime Worked by Shift Workers**

- 81.1 The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.
- 81.1.1 Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 81.1.2 Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 81.1.3 Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
- 81.1.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 81.2 Eight Consecutive Hours Break on Overtime - When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- 81.3 The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.

### **82. Overtime Worked by Day Workers**

- 82.1 The provisions of this clause shall not apply to:
- 82.1.1 Shift workers as defined in clause 3, Definitions of this Award and to whom provisions of clause 79, Shift Work and clause 81, Overtime Worked by Shift Workers of this Award apply;
- 82.1.2 Staff members covered by formal local arrangements in respect of overtime negotiated between the Chief Human Resources Officer and the Association;
- 82.1.3 Staff members to who overtime provisions apply under another industrial instrument;

- 82.1.4 Staff members whose salary includes compensation for overtime; and
- 82.1.5 Staff members who receive an allowance in lieu of overtime.
- 82.2 Rates - Overtime shall be paid at the following rates:
- 82.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 10, Local Arrangements of this Award apply;
- 82.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- 82.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 82.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 82.3 If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- 82.4 A staff member who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 82.5 Rest Periods
- 82.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 82.5.2 Where a staff member, at the direction of the People Leader, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

### **83. Recall to Duty**

- 83.1 A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 83.2 The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 83.3 When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 83.4 When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.

- 83.5 A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- 83.6 A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 83.7 This clause shall not apply in cases where it is customary for a staff member to return to icare's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

#### **84. On-Call (Stand-By) and On-Call Allowance**

- 84.1 Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:
- 84.1.1 Entitled to be paid the on call allowance set out in Item 12 of Table 2 - Allowances of Part C Monetary Rates when directed by the appropriate People Leader to be on call or on standby for a possible recall to duty outside the staff member's working hours;
- 84.1.2 If a staff member who is on call and is called out by icare, the overtime provisions as set out in clause 81, Overtime Worked by Shift Workers and clause 82, Overtime Worked by Day Workers of this Award, whichever is appropriate, shall apply to the time worked;
- 84.1.3 Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

#### **85. Overtime Meal Breaks**

- 85.1 Staff Members Not Working Flexible Hours - a Staff Member Required to Work Overtime on Weekdays for an Hour and a Half Or More After the Staff Member's Ordinary Hours of Duty on Weekdays, Shall be Allowed 30 Minutes for a Meal and Thereafter, 30 Minutes for a Meal After Every Five Hours of Overtime Worked.
- 865.2 Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 85.3 Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.

#### **86. Overtime Meal Allowances**

- 86.1 If an adequate meal is not provided by icare, a meal allowance shall be paid by icare at the appropriate rate specified in Item 9 of Table 2 - Allowances of Part C, Monetary Rates, provided the appropriate People Leader is satisfied that:
- 86.1.1 the time worked is directed overtime;
- 86.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;

- 86.1.3 where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
- 86.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 86.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the appropriate People Leader shall approve payment of actual expenses.
- 86.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 86.4 Receipts shall be provided to the appropriate People Leader or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 86.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Human Resources Officer and the Association from negotiating different meal provisions under a local arrangement.

### **87. Rate of Payment for Overtime**

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Grade 8, as varied from time to time, shall be paid for working directed overtime at the maximum rate for Grade 8 plus \$1.00, unless the appropriate People Leader approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

### **88. Payment for Overtime Or Leave in Lieu**

- 88.1 The appropriate People Leader shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause 88.2.
- 88.2 The following provisions shall apply to the leave in lieu:
- 88.2.1 The staff member shall advise the People Leader before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment.
- 88.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
- 88.2.3 The leave must be taken at the convenience of icare, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 72, Sick Leave to Care for a Sick Family Member of this Award apply.
- 88.2.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's section.
- 88.2.5 Leave in lieu accrued in respect of overtime shall be given by icare and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Human Resources Officer and the Association.
- 88.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

### **89. Calculation of Overtime**

- 89.1 Unless a minimum payment in terms of subclause 82.4 of Overtime Worked by Day Workers of this Award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

- 89.2 The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be: -

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- 89.3 The formula for the calculation of overtime at ordinary rates for staff members employed on a seven (7) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

- 89.4 To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.

- 89.5 Overtime is not payable for time spent travelling.

### **90. Provision of Transport in Conjunction with Working of Overtime**

- 90.1 For the purpose of this clause, departure or arrival after 8.00 p.m. will determine whether the provisions of this clause apply.

Departure or arrival after 8.00 p.m. of a staff member on overtime or a regular or rotating shift roster does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the staff member at risk.

The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above rests with icare where knowledge of each particular situation will enable appropriate judgements to be made.

- 90.2 Arrangement of Overtime

Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the staff member can use public transport or other normal means of transport to and from work.

- 90.3 Provision of Taxis

Where a staff member:

90.3.1 ceases overtime duty after 8.00 p.m., or

90.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 p.m., and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

## **SECTION 9 - MISCELLANEOUS**

### **91. Anti-Discrimination**

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

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



- 91.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 91.4 Nothing in this clause is to be taken to affect:
- 91.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 91.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 91.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 91.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 91.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 91.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 91.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

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

- 92.1 This Award shall apply to full time and part-time employees, temporary employees and casual employees of icare.
- 92.2 This Award shall take effect on and from 1 July 2022 and rescinds and replaces the Insurance and Care NSW Award 2017 published 20 March 2020 (387 I.G. 56) and the salaries and salary related allowances as prescribed in Tables 1 and 2 of Part C Monetary Rates are operative from the beginning of the first full pay period to commence on or after 1 July 2022.

## **93. No Extra Claims**

Other than as provided for in the *Industrial Relations Act 1996* and the *Industrial Relations (Public Sector Conditions of Employment) Regulation 2014*, or under the circumstances outlined in Clause 6 of this Award, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2023 by a party to this Award.

# **PART B**

## **1. Salary Grade Structure**

- 1.1 The salary rates for employees, whose roles are placed in Grades 1 to 12 are set out in Table 1 of Part C, Monetary Rates.
- 1.5 Positions are classified within Grades 1 to 12 in accordance with the grading system approved by the CEO&MD.
- 1.6 An employee who is temporarily employed by icare is paid the weekly equivalent of the annual salary prescribed in Table 1.

## 2. Promotion

The promotion of employees to a grade and from grade to grade is subject to the occurrence of a vacancy in such grade.

## 3. Salary Increments

- 3.1 The payment of increments under the Salary Grade Scale shall be subject to approval by the appropriate People Leader.
- 3.2 One month prior to the date on which an employee will become eligible for an increment of salary, the appropriate People Leader shall report as to conduct and the manner in which the duties of the employee have been performed.
- 3.3 In cases where the recommendation of the appropriate People Leader is averse to the granting of an increment, the employee affected shall have the right of review.

## PART C

### MONETARY RATES

- 1.1 At the time of the making of this Award, no employee covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 1.2 The salary rates set out in Table 1, are set in accordance with the *Crown Employees (Public Sector - Salaries) Award*. Should there be any variation or replacement Award of this Award, Insurance and Care staff members will maintain the same salary relationship.

**Table 1**

Grades	Common Salary Points	Per annum \$ From ffpp on or after 1.7.2023
Grade 1		
1st year of service	46	\$70,694
Thereafter	49	\$72,772
Grade 2		
1st year of service	52	\$74,803
Thereafter	55	\$76,857
Grade 3		
1st year of service	58	\$79,032
Thereafter	61	\$81,416
Grade 4		
1st year of service	64	\$83,957
Thereafter	67	\$86,539
Grade 5		
1st year of service	75	\$93,295
Thereafter	78	\$96,237
Grade 6		
1st year of service	82	\$100,011
Thereafter	85	\$102,941
Grade 7		
1st year of service	88	\$106,025
Thereafter	91	\$109,194
Grade 8		
1st year of service	95	\$113,746
Thereafter	98	\$117,363
Grade 9		

1st year of service	101	\$120,859
Thereafter	104	\$124,258
Grade 10		
1st year of service	108	\$129,331
Thereafter	111	\$133,183
Grade 11		
1st year of service	116	\$139,787
Thereafter	120	\$145,713
Grade 12		
1st year of service	126	\$154,840
Thereafter	130	\$161,663

**Table 2**

Item No.	Clause No.	Description	Rate to apply from 1.7.2023
1		Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2)	
	29.1.1	Breakfast	\$32.10
	29.1.2	Dinner	\$61.50
	29.1.3	Lunch	\$36.10
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	\$28.75
	29.1.2	Dinner	\$56.60
	29.1.3	Lunch	\$32.80
2		Travelling allowances	
	26.8.2	Capital cities	Per day
		Adelaide	\$310.70
		Brisbane	\$333.70
		Canberra	\$330.70
		Darwin	\$372.70
		Hobart	\$328.70
		Melbourne	\$325.70
		Perth	\$332.70
		Sydney	\$350.7
	26.8.2	Other country centres	\$282.15
	26.8.2	Incidental expenses when claiming actual expenses - all locations	\$23
	26.11	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	26.8.1	Incidental expenses	\$23
4		Use of private motor vehicle	Cents per kilometre
	34.3	Official business	85
	34.3	Casual rate (40% of official business rate)	34
		Motor cycle allowance (50% of official business rate)	42.50
	34.7	Towing trailer or horse float (13% of official business rate)	11.05
5	36	Insurance cover	Up to \$1,173
6	37.2	Exchanges	Actual cost
7	38.1	Room at home used as office	\$1,112 pa
8	39.1	Uniforms, protective clothing and laundry allowance.	\$5.80 per week
9	86.1	Overtime meal allowances	
		Breakfast	\$35.65
		Lunch	\$35.65
		Dinner	\$35.65
		Supper	\$13.30

Item No.	Clause No.	Description	From ffpp on or after 1.7.2023
10	42.1	Community language allowance scheme	
		- Base Level Rate	\$1,580pa
		- Higher Level Rate	\$2,376 pa
11	42.1	First aid allowance	
		- Holders of basic qualifications	\$1,018 pa
		- Holders of current occupational first aid certificate	\$1,529 pa
12	84.1.1	On-call (stand-by) and on-call allowance	\$1.10 per hour

NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent.

D. SLOAN, *Commissioner*

Printed by the authority of the Industrial Registrar.

(1931)

SERIAL C9788

## TARONGA CONSERVATION SOCIETY AUSTRALIA RETAIL AND RESTAURANT EMPLOYEES' AWARD 2022 - 2023

### AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

### Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9742	20 October 2023	1 July 2023	395	614

### AWARD

#### 1. Title

The Award is called the Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2022-2023.

#### 2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application
5.	Area, Incidence and Duration
6.	No Extra Claims
7.	General Conditions of Employment
8.	Availability of Award
9.	Dispute Resolution
10.	Workplace Flexibility and Multi-skilling
11.	Types of Employment
12.	Multiple Contracts
13.	Leave
14.	Wage Increases and Wage Rates
15.	Payment of Wages
16.	Wage Sacrifice for Superannuation
17.	Classification Requirements
18.	Allowances
19.	Insurance of Tools
20.	Rosters
21.	Ordinary Hours of Work
22.	Rest Period
23.	Shift Loadings
24.	Overtime
25.	Call Back
26.	Starting and Finishing Work

27. Annual Leave
28. Annual Leave Loading
29. Sick Leave
30. Parental Leave
31. Long Service Leave
32. Public Holidays and Picnic Days
33. Uniforms, Personal Protective Clothing and Equipment
34. Secure Employment
35. Contractors and Volunteers
36. Anti-discrimination
37. Delegates and Trade Union Activities

Schedule 1 - Wage Rates (Weekly)

Schedule 2 - Allowances

Appendix A - Classifications

Appendix B - Additional Leave Entitlements - Taronga Retail and Restaurant Award

### 3. Definitions

"Award" means the Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2022-2023.

"Supervisor" means a person who supervises an employee or employees covered by the Award.

"Employer" means the Department of Planning and Environment at Taronga Conservation Society Australia (Taronga).

"Employee" means a person employed by the Department of Planning and Environment at Taronga Conservation Society Australia (Taronga) within the scope of this Award.

"Restaurant" means any restaurant or food outlet.

"Retail" means any retail outlet.

"Taronga" means any site operated by the Taronga Conservation Society Australia.

"TZ" means Taronga Zoo, Bradleys Head Road, Mosman, New South Wales.

"TWPZ" means Taronga Western Plains Zoo, Obley Road, Dubbo, New South Wales.

"Union" means the United Workers' Union, New South Wales Branch.

### 4. Application

4.1 The parties to the Award are Taronga and the United Workers' Union, New South Wales Branch.

4.2 The Award applies to and is binding on the parties to the Award and all ongoing, temporary, casual and apprentice employees, employed by the Department of Planning and Environment at Taronga in the classifications of: Retail Sales Assistant, Retail Sales Supervisor, Retail Sales Coordinator, Wait Staff, Kitchen Hand, Cook, Apprentice Chef, Chef, Senior Chef and Duty Officer.

4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Restaurant & Employees (State) Award 2015 and the Shop Employees (State) Award 2015.

4.4 There will be effective means of consultation on matters of interest and concern, both formal and informal, at all levels of the organisation, between the parties to this Award and Employees.

### 5. Area, Incidence and Duration

- 5.1 This Award has effect from the beginning of the first full pay period on or after 1 July 2022 and will remain in force until 30 June 2024 and rescinds and replaces the Taronga Conservation Society Australia Retail and Restaurant Employees' Award - 2019-2020 published 8 May 2020 (387 I.G. 1132) and award reprinted 19 November 2021 (390 I.G. 1294).

### 6. No Extra Claims

- 6.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.
- 6.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

### 7. General Conditions of Employment

- 7.1 It is the intention of the parties to this Award that all other conditions not specified in this Award will be in accordance with the *Government Sector Employment Act* 2013 and the Government Sector Employment Regulation 2014 as amended from time to time.

### 8. Availability of Award

- 8.1 A copy of the Award will be made available on the Taronga intranet. A printed copy can be obtained from the Human Resources area if required.

### 9. Dispute Resolution

- 9.1 A dispute under this clause is a dispute about the interpretation or application of the Award.
- 9.2 The Vocational Training Order for Apprentices made under the *Apprenticeship and Traineeship Act* 2001 will override any conflicting steps contained in this clause.
- 9.3 The objective of the procedures contained in this clause is the timely resolution of disputes at the level they occur in the workplace.
- 9.4 Every effort will be made to resolve a dispute as quickly as is practicably possible.
- 9.5 Without prejudice to any party, while the procedures contained in this clause are being followed, no stoppage of work or other form of limitation or work ban will be applied.
- 9.6 Where a bona fide and critical work health or safety issue exists, an employee will not work in an unsafe environment and where appropriate will accept alternative suitable work while the procedures contained in this clause are being applied.
- 9.7 An employee who is a member of a Union may seek the advice or assistance of their Union at any stage of the application of procedures contained in this clause.
- 9.8 A Union, Taronga or an employee must receive reasonable notice, of not less than 24 hours, of any meeting they are required to attend as part of the application of the procedures contained in this clause.
- 9.9 A matter in dispute will first be discussed between an employee and their Supervisor with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level or is of such a nature that it cannot be dealt with at this level, the following subclause will apply.

- 9.10 The matter in dispute will be discussed between the employee and/or their Union representative and the relevant manager with the aim of trying to resolve the matter within 5 working days. If the dispute cannot be resolved at this level the following subclause will apply.
- 9.11 The matter in dispute will be discussed with the employee and/or their Union representative and representatives of the relevant manager and/or the Director People, Culture and Learning or their delegate with the aim of trying to resolve the matter within 5 working days.
- 9.12 Only when all the above procedures contained in this clause have been exhausted and the dispute remains unresolved, a Union or Taronga may submit the dispute to the Industrial Relations Commission of New South Wales.

### **10. Workplace Flexibility and Multi-Skilling**

- 10.1 The Union and Taronga are committed to workplace flexibility and multi-skilling so that employees may perform a wide range of work, including work that is incidental or peripheral to their main tasks or function, and/or requested by Taronga to contribute to the development of a more strategic and visitor-oriented operation. Taronga may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.
- 10.2 Employees will be trained in basic skills that were previously regarded as the work of the various trades. Regard will be had for the training requirements of Apprentices. Taronga will also support employees obtaining transferable accreditation and recognised certificates when this is relevant to their work and to Taronga Conservation Society Australia operational requirements.
- 10.3 Employees will perform work that is within their skill, competence and training, provided that such work is not designed to promote deskilling.
- 10.4 Employees will fully co-operate with all other employees (including those not covered by the Award) to ensure there are no artificial demarcations in work and will communicate and consult with one another in a timely and open manner in an endeavour to achieve this.
- 10.5 Taronga may direct employees to perform duties and use the required tools and equipment, if they have been properly trained in their use, provided that the direction is consistent with the provision of a safe and healthy working environment.
- 10.6 Employees will not impose any limitation on supervisors or technical personnel, who are qualified to do so, demonstrating the use of new equipment or machinery.
- 10.7 Employees in one classification may be required by Taronga to temporarily perform the duties of another classification, provided they have been suitably trained to do so, and subject to the temporary assignment provisions of the Award.

### **11. Types of Employment**

- 11.1 An employee will be engaged as an ongoing, temporary, casual or apprentice employee.
- 11.2 An employee may be required by Taronga to perform their duties on sites other than Taronga Conservation Society Australia premises.
- 11.3 Taronga may dismiss an employee without notice for serious misconduct or wilful disobedience.
- 11.4 If Taronga terminates an employee's employment, Taronga will supply the employee with a statement of service if they request it.

#### **Ongoing Employment**

- 11.5 An ongoing employee is an employee engaged for a continuing period of time subject to a probationary period on appointment.



- 11.6 A probationary period may be for a period of up to 6 months and may be extended for a further period not exceeding 12 months.
- 11.7 During a probationary period, Taronga may terminate the employment of an ongoing employee giving one week's notice.
- 11.8 An ongoing employee may terminate their employment giving 2 weeks' notice or the payment/forfeiture of 2 weeks wages in lieu of notice.
- 11.9 If an ongoing employee's role becomes redundant, New South Wales Government policy will apply.
- 11.10 After the probationary period, Taronga may terminate the employment of an ongoing employee in accordance with the Dealing with Misconduct and Dealing with Unsatisfactory Performance clauses in this Award.

#### Temporary Employment

- 11.11 A temporary employee is an employee engaged for a specified term fixed at the outset of their employment.
- 11.12 A temporary employee will be advised in writing that their employment is temporary.
- 11.13 Taronga or the employee may terminate the employment of a temporary employee giving one week's notice.

#### Casual Employment

- 11.14 A casual employee is an employee engaged to perform work by the hour and paid on an hourly basis, employed by Taronga on a short or irregular basis, where Taronga has no intention of continuing the employment and the employee has no reasonable expectation of the employment continuing.
- 11.15 A casual Retail employee will receive a 15% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual Retail employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave.
- 11.16 A casual Restaurant employee will receive a 20% casual loading in addition to the relevant wage rate prescribed in Schedule 1 of the Award to compensate them for the casual nature of their employment and leave, except long service leave and annual leave. A casual Restaurant employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave.
- 11.17 The casual loading and casual annual leave allowance will not be paid on overtime.
- 11.18 Casual employees will be engaged for a minimum shift of 3 hours. A shift may be terminated at or after 3 hours due to operational requirements.
- 11.19 Taronga or the employee may terminate the employment of a casual employee by giving one hour's notice.
- 11.20 Where practicable, Taronga will provide casual employees with reasonable notice for cancellation of a shift. However due to the unforeseen circumstances and the nature of the tourism industry, shifts may need to be varied or cancelled within this timeframe. A minimum of 2 hours notice is required by an employee to cancel a shift.

#### Apprentices and Trainees

- 11.21 The Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001* will override any conditions of employment for an Apprentice or Trainee otherwise prescribed in the Award.

- 11.22 An apprentice will be paid in accordance with Schedule 1 of the Award.
- 11.23 Progression within the rates prescribed for the years of service for Apprentices and Trainees will be in accordance with the *Vocational Training Order made under the Apprenticeship and Traineeship Act 2001*.

#### Adult Apprentice

- 11.24 An adult apprentice is an Apprentice engaged by Taronga Conservation Society Australia after turning 21 years of age.
- 11.25 An adult apprentice is to be paid the higher of the following rates:
- (a) Year 1 80% of the level 3 adult minimum wage (Miscellaneous Award 2010 MA000104, Apprentice Minimum Wages)
  - (b) Years 2, 3 and 4 to be paid under the adult minimum wage outlined in the above mentioned Miscellaneous Award.

### 12. Multiple Contracts

- 12.1 An employee may be engaged by Taronga in more than one type of employment or the same type of employment but in a different classification under the Award (multiple contracts).
- 12.2 Multiple contracts are separate and distinct contracts of employment where each stands alone in relation to the application of the Award or other relevant industrial instruments, including for the purposes of payment of ordinary hours, overtime and penalties. Employees working in multiple roles cannot claim payment of the same allowance across different roles. The conditions for employees working under multiple contracts can be no less favourable than the applicable Award.
- 12.3 An employee will not be engaged under multiple contracts for work relating to the employee's area of expertise where such work would normally attract the payment of overtime rates or shift loadings.
- 12.4 When rostering employees under multiple contracts consideration will be given to fatigue management.

### 13. Leave

- 13.1 General leave conditions of employees under this Award will be regulated in accordance with the provisions contained within this Award, the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014* and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).
- 13.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on the number of approved contract hours worked in a pay period.

### 14. Wage Increases and Wage Rates

- 14.1 This increase in remuneration or other conditions of employment will be processed as soon as practicable after the finalisation of the award negotiations and on the certification of the new award by the Industrial Relations Commission of New South Wales.
- 14.2 Schedule 1 of the Award sets out the weekly wage rates for employees engaged full-time in each classification and grade according to the wage increases prescribed in this clause. The hourly wage rate for employees engaged part-time will be calculated by dividing the relevant weekly wage rate by 38.
- 14.3 The wage increases provided for in the Award, insofar as they apply will only be paid to those employees who are employed at the date of the making of the Award.

### **15. Payment of Wages**

- 15.1 Wages will be paid fortnightly to employees on a day specified by Taronga and paid by direct deposit into a recognised financial institution account nominated by the employee.
- 15.2 Taronga will provide employees with pay advice electronically. An employee may, on application to Taronga, be provided with the advice in paper form.
- 15.3 When a Public Holiday occurs in the lead up to pay day, payment of additional monies such as overtime, shift loadings and allowances may be paid in the following pay period.
- 15.4 Where there is an overpayment of wages, shift loadings or allowances, the employee will be notified and consulted about repayment. The following factors will be considered in determining the period over which repayment is to be made:
- (a) the employee's financial circumstances and commitments;
  - (b) the circumstances involved in the overpayment; and
  - (c) the amount of the overpayment.

### **16. Wage Sacrifice for Superannuation**

- 16.1 If Taronga agrees, an employee may elect to sacrifice part of their wages payable under Schedule 1 of the Award, for additional employer superannuation contributions.
- 16.2 The election is subject to the rules of the employees' superannuation fund allowing Taronga to pay additional employer contribution and the payment not attracting Fringe Benefit or any other tax.
- 16.3 The election must be made before the period of service to which the earnings relate.
- 16.4 Additional employer contributions are subject to the age based limits set by the Australian Taxation Office.
- 16.5 Any allowance, loading, payment for unused leave, weekly worker's compensation or other payment based on an employee's wage, except payment for leave taken in service, to which an employee is entitled under the Award or an Act, will be calculated by reference to the wage which would have applied had the election not been made.

### **17. Classification Requirements**

- 17.1 Refer to Appendix A for full coverage of classifications and rates of pay.

### **18. Allowances**

- 18.1 The allowances provided for in this clause are set out in Schedule 2 of the Award.
- 18.2 Where an allowance is specified as a weekly rate and an employee who is entitled to the allowance is engaged part time, the allowance will be paid on a pro rata basis by dividing the weekly rate by 38 for an hourly rate to a maximum of the weekly allowance.

#### **Tool Allowance**

- 18.3 A weekly tool allowance will be paid to a Chef and an Apprentice for providing and maintaining their own hand tools. All tools owned by employees and Apprentices need to comply with WHS regulations and meet Taronga's WHS processes.

### Temporary Assignment Allowance

18.4 Temporary assignment is the process of assigning an employee to a role for a defined period with a specified end date. Temporary assignment may be at level, or to a higher or lower classification.

### 18.5 Above-level temporary assignment

Above-level temporary assignments may attract payment of a temporary assignment allowance. Above-level temporary assignments of up to 12 months may be made on the basis of a suitability assessment which includes:

Pre-screening for essential requirements such as a qualification or licence

Resume

At least two capability-based assessments, one of which is an interview and

Referee checks against the pre-established standards for the role

Above-level temporary assignments for longer than 12 months must be based on a comparative assessment resulting from external advertising across the NSW Public Service. Comparative assessments require a minimum of three capability based assessments, one of which is an interview.

The amount of the allowance payable to the employee who is temporarily assigned to another role is the difference between the salary of the employee's usual role and the point in the salary range of the other role.

The proportionate temporary assignment allowance paid is proportionate to the duties to be performed. This is to be determined by the agency head and by mutual agreement with the employee before the employee starts the temporary assignment.

### First Aid Allowances

18.6 A weekly senior first aid allowance will be paid to an employee who holds a current Senior First Aid Certificate and who is appointed by Taronga to carry out the duties of a Senior First Aid Officer.

18.7 A weekly Occupational First Aid allowance will be paid to an employee who holds a current Occupational First Aid Certificate and is appointed by Taronga as an Occupational First Aid Officer.

18.8 An employee who is temporarily appointed by Taronga to perform the duties of a First Aid Officer while the appointed First Aid Officer is on leave for one week or more, will be paid the relevant first aid allowance for the period appointed.

18.9 The allowances will be paid as a flat rate on all ordinary hours worked.

### Laundry Allowance

18.10 A weekly laundry allowance will be paid to an employee when they are required by Taronga to wear a uniform, including overalls, and where the cost of any laundering is not borne by Taronga.

18.11 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week or as a pro rata allowance for any part time or casual employees.

18.12 The laundry allowance is not payable when an employee is on leave.

### Overnight allowance

18.13 An overnight allowance will be paid where Taronga requests, and an employee agrees to stay overnight on Taronga premises for a period outside/between the employee's normal rostered hours of duty.

The overnight allowance is deemed to provide compensation for the overnight stay and also includes compensation for being on call during the period and any work required to be completed up to a total of 1 hour duration. Additional work required outside a total of 1 hour will be paid at overtime rates.

This allowance is payable when employees stay overnight such as, but not limited to Roar and Snore, Billabong Camp and Zoofari.

The allowance applicable is only when required to sleep over.

#### Bus Allowance

- 18.14 A bus allowance will be paid on a per shift basis where an employee is appropriately licensed and is required to drive a passenger bus on a rostered shift.

### 19. Insurance of Tools

- 19.1 Taronga will insure an employee's tools, used by them in the course of their employment, against loss or damage by fire while on Taronga Conservation Society Australia premises.
- 19.2 An employee will provide a list of the tools insured if requested by Taronga.
- 19.3 An employee will ensure that their tools are cared for and kept safely.
- 19.4 Taronga will reimburse an employee for loss of tools, if the tools are lost by theft from breaking and entering while they are being stored on the job at the direction of Taronga.

### 20. Rosters

- 20.1 Employees may be rostered to suit Taronga Conservation Society Australia operational requirements.
- 20.2 Taronga will prepare rosters that are fair and equitable and meet work health and safety requirements.
- 20.3 In rostering employees, consideration will be given to the preferences and personal commitments of individuals, wherever possible.
- 20.4 In developing a roster for the next period, Taronga and employees will have regard to the roster for the previous and subsequent periods.
- 20.5 Rosters will be prepared 7 days in advance.
- 20.6 Rosters may be changed as long as they comply with the terms set out in Clause 21 - Ordinary Hours of Work of the Award.
- 20.7 Changes to published rosters may be made inside 7 days by agreement between the Manager and an employee.
- 20.8 An employee will not be rostered to work more than one shift in any period of 24 hours, except by mutual agreement.
- 20.9 Taronga requires employees to provide a minimum availability to meet operational requirements and business needs. These requirements will be communicated to employees during the recruitment and selection process and will form part of the employment contract. Availability requirements may change over time in accordance with operational requirements.

### 21. Ordinary Hours of Work

- 21.1 The ordinary hours of work of full time employees are 152 hours in a 28 day period. Part time employees will be contracted to work less than 152 hours in a four week period however may be rostered up to 152 hours in any four week period.

- 21.2 All full-time and part-time employees will be rostered their ordinary hours of work on the following basis:
- (a) At least once every two weeks an employee will be granted two consecutive days off
  - (b) Full-time and part-time employees will work not more than 5 days per week or, by agreement between the employer and the employee, not more than 20 days in a 4 week period.
  - (c) By agreement between the employer and the employee, the maximum number of ordinary hours which may be worked on any one day will be 12 hours (inclusive of meal breaks).
  - (d) There will be not less than a ten-hour break between finishing work (including overtime) one day or shift and the commencement of work on the next day or shift.
- 21.3 Where a Restaurant employee works a broken shift, Taronga will pay the employee for not less than 8 hours worked on any one shift. The shift will be spread over not more than 2 periods within a span of not more than 14 hours inclusive of meal breaks.
- 21.4 Restaurant employees working a broken shift will be paid an allowance of one half of the hourly ordinary rate of pay at the Wait Staff classification.

## **22. Rest Period - Restaurant Employees**

- 22.1 An employee will be given a meal break of between 30 minutes and 1 hour after working not more than 5 hours. The first meal break taken on any shift will be unpaid. The second meal break will be a paid break, and the employee will be paid a meal allowance for the second break the amount of which is set out in the Allowances Table or given a meal.
- 22.2 If, because the work the employee is doing means that the employee cannot take a meal break by the end of 5 hours, the employer can ask the employee to work up to a further hour before the employee takes the break, and that break will become a paid break.
- 22.3 In addition to the employee's meal break(s), an employee will be given a paid rest break of ten minutes once during each work period of 5 hours.

## **22A. Rest Period - Retail Employees**

- 22A.1 When and where it can be conveniently arranged by Taronga, an employee who works more than four ordinary hours on any day will be allowed a paid rest break of ten minutes.
- 22A.2 No rest break will be given or taken within one hour of the employee's commencing or ceasing time or within one hour before or after any meal break.
- 22A.3 An unpaid meal break of between 30 minutes and one hour will be given to employees who are rostered for more than five hours.
- 22A.4 An employee who works nine hours or more on any day will be allowed two rest breaks (each of ten minutes duration) if only one meal break is taken; or one rest break of ten minutes if two meal breaks are taken.

## **23. Shift Loadings**

- 23.1 If Taronga requires an employee to work, the employee will be paid the following shift loadings:
- (a) on a Saturday time and a quarter of the ordinary rate of pay for all ordinary hours worked (except if the Restaurant employee works a regular night shift referred to in clause 23.2, or if the employee is a casual Retail employee referred to in clause 23.3),
  - (b) on a Sunday time and a half of the ordinary rate of pay for all ordinary hours worked,

- (c) on a Public Holiday two and a half times the ordinary rate of pay for all ordinary hours worked.
- 23.2 Where a Restaurant employee works ordinary hours between midnight and 6.00am, they are to be paid an extra 30% penalty for all time worked during these hours. If the hours worked between midnight and 6.00am is greater than 50% of the total shift, the employee will be paid a loading of 30% for all hours worked. This loading excludes shifts worked on a Sunday or Public Holiday.
- 23.3 Retail casual employees working on a Saturday will be paid an applicable allowance as outlined in the Allowances Table in addition to the day's pay.
- 23.4 The penalties and loadings prescribed in this clause will not be taken into consideration in calculating any payment for overtime or public holidays, or for any period of leave including sick leave, annual leave and long service leave.

#### **24. Overtime**

- 24.1 Hours worked at the direction of Taronga outside ordinary hours of work as set out in this Award, will be overtime.
- 24.2 Taronga may direct an employee to work a reasonable amount of overtime taking into account:
- (a) an employee's prior commitments outside the workplace, particularly their family responsibilities, community obligations and study arrangements; and
  - (b) the urgency of the work required to be performed, the impact on Taronga's operational requirements and the effect on customer services.
- 24.3 Overtime rates of pay for Retail employees will be time and one-half for the first two hours on any one day and at the rate of double time thereafter, except on a Sunday which will be paid for at the rate of double time.
- 24.4 Overtime rates of pay for Restaurant employees will be time and one half of the ordinary rate of pay for the first 2 hours worked and after that double time.
- 24.5 If their manager agrees, an ongoing or temporary employee who works overtime may elect to take time off work in lieu of payment for all or part of the overtime. The time off will be calculated at the same rate as would have applied to the payment of the overtime. The following provisions will apply to time off in lieu:
- (a) Before the overtime is worked, or as soon as practicable on completion of overtime, the employee will advise their manager, or the manager's delegate, that they intend to take time off in lieu of payment.
  - (b) The time off in lieu must be taken at the convenience of Taronga, except when it is being taken to look after a sick family member in accordance with Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).
  - (c) Time off in lieu accrued for overtime worked on days other than Public Holidays, will be given and taken within three months of accrual. At the employee's election, time off in lieu for overtime worked on a Public Holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.
  - (d) An employee will be paid for the balance of any overtime entitlement not taken as time off in lieu.

#### **25. Call Back**

- 25.1 An employee recalled to work overtime for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours.

- 25.2 For employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.
- 25.3 Where the actual time worked is less than 3 hours on each recall, overtime worked in the circumstances specified in this clause will not be regarded as overtime for the purposes of Clause 22 Rest Period - Restaurant Employees and Clause 22A - Retail Employees.
- 25.4 Time worked will be calculated as one continuous period when an employee returns to the workplace on a number of occasions in the same day and the first or subsequent minimum pay period overlaps into the next call out period. Payment will be calculated from the start of the first recall until either the end of work, or the minimum pay period from the start of the last recall, whichever is the greater.
- 25.5 A recall to work starts when the employee starts work and finishes when the work is completed i.e. it does not include time spent travelling to and from the place at which work is to be done.
- 25.6 This clause does not apply if an employee is regularly required to return to Taronga premises to perform a specific job outside rostered hours or if overtime is continuous (subject to a reasonable meal break) with the end or the beginning of a rostered shift.

## **26. Starting and Finishing Work**

- 26.1 An employee's starting and finishing times of ordinary hours of work will be calculated from the time they arrive at the actual job or work station or signing on point, or from the time they are rostered to commence work.
- 26.2 If an employee is required to collect Taronga equipment before going to the work site or return Taronga equipment at the end of work from a location other than the actual work site or sites, then the starting and finishing times will operate from the point of collection or return.

## **27. Annual Leave**

- 27.1 Taronga employees are entitled to 4 weeks annual leave for working a whole year or pro rata for part time employees.

## **28. Annual Leave Loading**

- 28.1 Employees are entitled to an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year.
- 28.2 For the purpose of calculating annual leave loading, the leave year will start on 1 December of each year and end on 30 November of the following year.
- 28.3 Payment of annual leave loading will not be made on any annual leave taken in the first leave year of employment, i.e. from the date of employment to the following 30 November. The loading accrued in the first leave year will be paid during the second leave year of employment.
- 28.4 Leave loading will be paid on the first occasion in a leave year (other than the first leave year) when at least 2 consecutive weeks of annual leave is taken.
- 28.5 In the event that a 2 week period of annual leave is not taken by 30 November each year, then the monetary value of the annual leave loading accrued over the previous year will be paid as soon as practicable.
- 28.6 An annual leave loading will not be paid on resignation/dismissal arising from misconduct.
- 28.7 Annual leave loading will be paid on retirement or termination by Taronga, except for misconduct, if the loading would have been due had the employee taken 2 weeks annual leave.



### **29. Sick Leave**

- 29.1 Taronga employees are entitled to sick leave provisions in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).

### **30. Parental Leave**

- 30.1 Taronga employees are entitled to parental leave provisions in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave).

### **31. Long Service Leave**

- 31.1 Taronga employees are entitled to long service leave provisions in accordance with NSW *Long Service Leave Act* 1955.

### **32. Public Holidays and Picnic Days**

- 32.1 Public Holidays are: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, and any such other holiday that may be proclaimed as a Public Holiday applicable to the operation of the Award.
- 32.2 The first Monday in August each year will be a Picnic Day (in lieu of the Public Service Holiday) and will be treated as a Public Holiday.
- 32.3 For an employee who works according to an ordinary hours roster that covers every day of the week, if a Public Holiday occurs on a rostered day off they will be paid for an additional 7 hours and 36 minutes ordinary hours. Employees who do not work the seven-day roster will not be entitled to this payment.

### **33. Uniforms, Personal Protective Clothing and Equipment**

- 33.1 Where an employee is required to wear a uniform, Taronga will provide employees with appropriate uniforms that will be allocated in accordance with the work patterns of employees.
- 33.2 Allocations to employees engaged part-time, and/or who are casual employees, will be determined by Taronga according to the employee's work patterns.
- 33.3 Employees are required to wear uniforms provided by Taronga at all times when performing their functions and will maintain their uniforms in a neat, clean and presentable manner.
- 33.4 Protective equipment and clothing, together with replacement uniform items, are provided as needed. Unserviceable uniforms and equipment must be returned when a request for replacement is made.
- 33.5 Uniforms, protective clothing and other equipment issued by Taronga to employees will remain the property of Taronga.
- 33.6 An employee will return all items of protective equipment and clothing together with any keys, identification cards and other items issued to them by Taronga when they cease employment with Taronga.
- 33.7 If an employee fails to return any uniform or protective clothing issued to them by Taronga when they cease employment, Taronga may deduct the monetary value of the uniform or protective clothing from the employee's separation pay if the employee has given Taronga prior written authority to do so. Taronga may require an employee to sign a written authority on engagement or on receipt of the next issue of uniform and protective clothing.

### 34. Secure Employment

#### 34.1 Objective of this clause

The objective of this clause is for Taronga to take all reasonable steps to provide its employees with secure employment by maximising the number of ongoing roles in Taronga's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

#### 34.2 Casual Conversion:

- (a) A casual employee engaged by Taronga on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of 6 months will thereafter have the right to elect to have his or her casual contract of employment converted to ongoing full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Taronga will give the casual employee notice in writing of the provisions of this subclause within 4 weeks of the employee having attained such period of 6 months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under subclause 34.2(a), upon receiving notice under subclause 34.2(b) or after the expiry of the time for giving such notice, may give 4 weeks' notice in writing to Taronga that he or she seeks to elect to convert his or her casual contract of employment to ongoing full-time or part-time employment, and within 4 weeks of receiving such notice from the employee, Taronga will consent to or refuse the election, but will not unreasonably so refuse. Where Taronga refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within 4 weeks of receiving written notice from Taronga, elect to convert his or her casual contract of employment to ongoing full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) 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 Taronga.
- (f) 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 subclause 34.2(c), Taronga and the employee will in accordance with this subclause, and subject to subclause 34.2(c), discuss and agree upon
  - (i) whether the employee will convert to full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this Award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to subclause 34.2(f), the employee will 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 will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### 35. Contractors and Volunteers

- 35.1 Contractors may be engaged to perform work if it is impracticable for the work to be carried out by employees because specialist skills and/or tools, plant or equipment are unavailable; or the timeframe is unacceptable; or there are competing priorities.
- 35.2 Where contractors are engaged, Taronga will ensure that all relevant awards and agreements are observed.
- 35.3 Employees may be required to work cooperatively with contractors and such work will not give rise to any claims for extra payments.
- 35.4 Taronga will continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting Taronga.
- 35.5 Employees may be required to work co-operatively with volunteers and/or students and such work will not give rise to any claims for extra payments.

### 36. Anti-Discrimination

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

### 37. Delegates and Trade Union Activities

#### Right of Entry of Union Officials

- 37.1 A Union official or officer may enter Taronga property at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with the nominated manager, or other senior manager, to outline the reason for and timing of the visit.
- 37.2 A Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of Taronga operations and must be approved by the relevant manager.
- 37.3 A Union official or officer will at all times be bound by the rules and standards of Taronga whilst on Taronga property including undertaking site inductions when they intend to visit the site on a regular or ongoing basis and complying with security procedures for admission onto the property.
- 37.4 A Union official will have regard for the provisions of the *Industrial Relations Act 1996*.

#### Delegates

- 37.5 A delegate is an employee who has been elected by fellow employees to be their Union representative and whose name has been registered with Taronga by the relevant Union.
- 37.6 A Union official may contact a delegate at work if they first contact the relevant manager, or other Taronga nominated representative, to make arrangements for the contact with the delegate at a convenient time.
- (a) Taronga will cooperate with a Union to release and pay delegates, at ordinary hours rates of pay, for up to 12 days over two years per union, to attend agreed Union courses in cases where there is prior consultation with Taronga about the course content and the ability to release particular employees from the job;
  - (b) the course is aimed at improving industrial relations and deals with relevant matters including SafeWork NSW and Work Health and Safety;
  - (c) where relevant, there is an opportunity for Taronga participation in or contribution to the course.

#### Payroll Deductions for Union Membership Subscriptions

- 37.7 Taronga will make fortnightly deductions of the fortnightly union membership fee from the pay of an employee who is a member of a Union in accordance with the Union's rules, provided that
- (a) the employee has authorised Taronga to make such deduction;
  - (b) a Union has provided Taronga with a schedule setting out union fortnightly membership fees payable by members of the Union in accordance with the Union's rule
  - (c) the Union has advised Taronga of any change of the fortnightly membership fee, consequent upon a variation of the annual union membership fee as provided in the Union rules, at least one month in advance of the variation taking effect, with no more than two variations to be effected in any financial year;
  - (d) deduction of the fortnightly membership fee will only occur in each pay period in which payment has or is to be made to an employee;
  - (e) as soon as practicable after the fortnightly pay period has been processed, monies deducted from employees' pay will be forwarded fortnightly to the Union by way of electronic funds transfer, together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts;

- (f) no fortnightly membership fee will be deducted for periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave;
- (g) for casual employees the fortnightly membership fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period; and
- (h) where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### SCHEDULE 1

Classification	Weekly 4 July 22 \$	Weekly 3 July 23 \$
Retail Sales Assistant	838.90	872.50
Retail Sales Supervisor	866.80	901.50
Retail Coordinator - TWPZ	881.80	917.10
Retail Coordinator - TZ	1102.70	1,146.80
Kitchen Hand	764.80	795.40
Wait Staff	789.10	820.70
Duty Officer	960.80	999.20
Cook	826.20	859.20
Apprentice Chef (% of Senior Chef wage)		
Year 1 - 46%	495.40	515.20
Year 2 - 54%	581.50	604.80
Year 3 - 67%	721.50	750.40
Chef		
Level 1	902.60	938.70
Level 2	960.80	999.20
Level 3	991.60	1,031.30
Senior Chef	1076.90	1,120.00
Applicable Junior rates for Retail Sales Assistant, Wait Staff and Kitchen Hand:		
Age:		
17 years and under - 62%		
18 years of age - 70%		
19 years of age - 80%		
20 years of age - 90%		

### SCHEDULE 2

#### Allowances

	4 July 22	3 July 23
Laundry Allowance	\$13.50 per week	\$14.05 per week
Meal Allowance	\$15.50 per meal	\$16.10 per meal
Tool Allowance	\$0.97 per week	\$1.00 per week
Senior First Aid Allowance	\$17.50 per week	\$19.50 per week
Overnight Allowance	\$32.40 per shift	\$33.70 per shift
Occupational First Aid Allowance	\$28.15 per week	\$29.30 per week
Bus Allowance	\$5.75 per shift	\$6.00 per shift
Insurance of Tools	\$1,495.00	\$1,495.00
Retail Employees Saturday allowance		
Under 21 years - shift length up to 4 hours	\$5.95 per week	\$6.20 per week
Adult - shift length up to 4 hours	\$9.20 per week	\$9.55 per week
Under 21 years - shift length 4 hours and over	\$10.20 per week	\$10.60 per week

Adult - shift length 4 hours and over	\$18.75 per week	\$19.50 per week
---------------------------------------	------------------	------------------

## APPENDIX A

### CLASSIFICATIONS

The provisions of this clause will not limit Taronga from allocating to an employee other duties consistent with Clause 10 – Workplace Flexibility and Multi-skilling of the Award or changing with written advice, the expected nature and mix of duties consistent with the classification requirements. The classification requirements outlined below list key duties employees are expected to perform or have the ability to perform. All employees are expected to comply with Taronga’s policies and procedures, Customer Service Charter and Work, Health and Safety Charter.

#### **Retail Sales Assistant**

The role of the Retail Sales Assistant is to enhance the guest experience and maximise retail sales by providing excellent customer service in Taronga’s retail stores and animal experience stations. Key duties include but are not limited to:

Greeting guests who enter the retail outlet

Having strong product knowledge of Taronga’s retail offerings to be able to up sell and explain the link with Taronga’s vision

Responsible for cash and card payments

Receiving and preparing sale and display of goods including maintaining store presentation (including prams), light cleaning and stocking shelves

Enhancing guest experience by providing photography opportunities with animal encounters

#### **Retail Sales Supervisor**

The role of the Retail Sales Supervisor is to lead the retail sales team to maximise retail sales and enhance the visitor experience through high level customer service. In addition to the duties of the Retail Sales Assistant, key duties include but are not limited to:

Leading, mentoring and coaching the Retail Sales team to deliver high quality customer service experiences.

Demonstrating high levels of store operational management including cash management, balancing cash registers, receipts and daily takings, visual merchandising, stock level management, housekeeping, staff direction and daily briefings, customer service and end of day reporting,

#### **Retail Sales Coordinator TWPZ**

The role of the Retail Sales Coordinator TWPZ is to lead the retail sales team to maximise retail sales and enhance the guest experience through high levels of customer service. In addition to the duties of the Retail Sales Supervisor, key duties include but are not limited to:

Maintaining and coordinating the retail outlet to maximise sales and ensure efficient day to day operations

Supervising and rostering the Retail Sales team to deliver high quality customer service experiences in order to provide excellent guest experience and promote repeat visitation

Managing the stock deliveries, stock taking and store merchandising

**Retail Sales Coordinator TZ**

The role of the Retail Sales Coordinator TWPZ is to lead the retail sales team to maximise retail sales and enhance the guest experience through high levels of customer service. In addition to the duties of the Retail Sales Supervisor, key duties include but are not limited to:

- Daily coordination and operational communication of all TZ shops
- Operational management of the TZ Top Shop
- Coordination of operations of retail outlets during events
- Support the Retail Sales Manager with recruitment and staff management as required
- Possess and maintain a current Senior First Aid Certificate or Occupational First Aid Certificate;

**Kitchen Hand**

The role of the Kitchen Hand is to provide support for kitchen staff in all areas of kitchen operation by maintaining high levels of quality customer service with all stakeholders. The duties of the Kitchen Hand include but are not limited to:

- Obtaining and maintaining a NSW Statement of Attainment in Food Handling
- Cleaning, tidying and setting up of kitchen, food preparation and customer service areas
- Washing and cleaning equipment, crockery and utensils
- Assembly and preparation of ingredients for cooking
- Setting, clearing and wiping down tables
- Handling, sorting, storing and distributing food items
- Maintaining a high level of food safety by following all food safety processes

**Wait Staff**

In addition to the duties of the Kitchen Hand, the role of the Wait Staff is to deliver high quality customer service to provide excellent guest experience and promote repeat visitation by providing excellent front-of-house waiting and bar services. The duties of the Wait Staff include but are not limited to:

- Undertaking general waiting food and beverage duties, including preparing and clearing tables, greeting and seating guests, taking orders, serving food and beverages and general cleaning
- Heating pre-prepared meals and/or preparing simple food items such as sandwiches and salads
- Receipting of monies (cash and electronic), giving change and operating cash registers
- Supplying, dispensing or mixing of liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar
- Obtaining and maintaining a NSW Responsible Service of Alcohol when required to supply, dispense or mix liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar
- Receiving, storing and distributing goods
- Maintaining a high level of food safety

**Cook**

The role of the Cook is to prepare, cook and present a range of food items that are of the highest quality at all times to provide a first class culinary guest experience. The duties of the Cook include but are not limited to:

Obtaining and maintaining a NSW Statement of Attainment in Food Handling

Preparing and cooking a range of food items such as breakfasts, grills and snacks for guests, whilst delivering high quality customer service.

Maintaining a high level of food safety.

Maintaining consistently high levels of guest satisfaction ensuring a high quality cost effective service is provided

Providing instruction to the Apprentice chef, Kitchen Hand and Wait Staff

**Apprentice Chef**

The role of the apprentice chef is to assist the chef in providing a high standard of food by way of preparation, cooking and presentation whilst ensuring best practice food and kitchen hygiene practices are met. The duties of the apprentice chef include but are not limited to:

Obtaining and maintaining a NSW Statement of Attainment in Food Handling

Undertaking and learning all the different aspects of Commercial Cookery that is required as part of the Chef Apprenticeship including appropriate TAFE role requirements, training and assessments

Ensuring work carried out meets Taronga stakeholder needs and legislative and statutory requirements.

Identifying and communicating issues impacting on operations and guests

**Chef**

The role of the Chef is to manage the day to day operational activities within the Kitchens of Taronga by providing a high standard of food preparation, cooking and presentation whilst ensuring best practice food and kitchen hygiene practices are met. Progression between Chef Level 1 to Chef Level 2 to Chef Level 3 will be based on merit selection processes when vacancies arise or on an operation requirements and business needs basis. The duties of a Chef include but are not limited to:

Obtaining and maintaining a NSW Food Safety Supervisor Certificate

Completion of an apprenticeship or appropriate trade qualifications in cookery, butchery, baking or pastry cooking

Establishing and maintaining a first class culinary experience across multiple food outlets including preparing and cooking food as per Taronga menus

Planning menus and determining food and labour costs in consultation with stakeholders

Demonstrating techniques to apprentices and advising on cooking procedures

Maintaining and enforcing a high level of food safety

Manage complex stakeholder relations, expectations and competing priorities in a busy hospitality environment.

Maintain professionalism, tact and diplomacy when working within a high paced environment.  
Supervising and training staff



**Senior Chef**

In addition to the duties of Chef, the key duties of the Senior Chef include but are not limited to:

- Completion of appropriate additional training
- Supervising other trade qualified cooks, recruitment, training and rostering
- Coordinate stocktake across all departments
- Purchase and maintain equipment kitchen items including cooking utensils, dishwashers
- Budgeting including raising purchase orders, investigating Profit/Loss
- Liaising with internal and external stakeholders including current and potential suppliers and contractors
- Create and implement policies and best practices for food safety, hygiene and Work Health Safety
- Possess and maintain a current Senior First Aid Certificate or Occupational First Aid Certificate;

**Duty Officer**

The role of the Duty Officer is to provide and maintain high quality customer service standards. Key duties include but are not limited to:

- Managing complex stakeholder relations, competing priorities and visitor expectations
- Delivering a high quality customer service experience to guests at Taronga
- Assisting in coordinating, training and supervising employees
- Resolving guest issues to ensure that complaints are dealt with effectively and complex issues are escalated accordingly.
- Ensuring the smooth operation of the day-to-day operations of the three accommodation outlets in the absence of senior management and assisting the frontline teams in these areas to address, report, and escalate any issues.
- Responding to emergencies and initiating the appropriate response in accordance with Taronga Emergency and after-hours procedures.
- Obtain and maintain a Senior First Aid or Occupational First Aid Certificate
- Monitoring and ensuring compliance with RSA regulations during bar service.
- Be responsible for the daily reconciliation of in-house and departing guest accounts across the accommodation outlets, ensuring compliance with Taronga cash handling and finance procedures.

**APPENDIX B****ADDITIONAL LEAVE ENTITLEMENTS - TARONGA RETAIL AND RESTAURANT AWARD**

The table below outlines all the leave provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave) which employees covered by the Taronga Retail and Restaurant Award have access to.

The Taronga Retail and Restaurant Award outlines entitlements to Annual Leave, Annual Leave Loading, Long Service Leave and Public Holidays.

<b>Leave Type (from Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009</b>
Family and Community Service Leave
Leave Without Pay
Military Leave
Observance of Essential Religious or Cultural Obligations
Parental Leave (including maternity leave, adoption leave and other parent leave)
Purchased Leave
Sick Leave
Sick Leave – Requirements for Evidence of Illness
Sick Leave to care for a family member
Sick Leave – Workers Compensation
Sick Leave – Claims other than Workers Compensation
Special Leave (including Jury Service, Witness at Court, Examination Leave, Union Activities)
Leave for Matters Arising from Domestic Violence

E. ROBINSON, *Industrial Registrar*

Printed by the authority of the Industrial Registrar.

## TARONGA CONSERVATION SOCIETY AUSTRALIA SALARIED EMPLOYEES AWARD

### AWARD REPRINT

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 10 February 2023.

E. ROBINSON, *Industrial Registrar*

### Schedule of Variations Incorporated

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9791	31 March 2023	10 February 2023	393	1740

### AWARD

#### Arrangement

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Contract of Employment
4.	Classifications and Rates of Pay
5.	Training Competency
6.	Hours of Work
7.	Overtime
8.	Allocated Days Off
9.	Saturday and Sunday Work During Ordinary Hours
10.	Allowances
11.	Lactation Breaks
12.	Leave Conditions and Entitlements
13.	Family and Community Service Leave, Personal/Carer's Leave
13A.	Leave for Matters Arising from Domestic Violence
14.	Public Holidays
15.	Dispute Settlement Procedure
16.	Anti-Discrimination
17.	Merit Selection
18.	Deduction of Union Membership Fee
19.	Secure Employment
20.	Area, Incidence and Duration
21.	General Conditions of Employment

**PART B****MONETARY RATES**

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

**PART A****1. Title**

This award will be known as the Taronga Conservation Society Australia Salaried Employees Award.

**2. Definitions**

- 2.1 "Association" will mean the Public Service Association of New South Wales and the Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 "Employer" will mean the Department of Planning and Environment, at Taronga Conservation Society Australia (Taronga), as defined in Part 1 of Schedule 1 in the *Government Sector Employment Act 2013*.
- 2.3 "Employee" will mean a person employed in the Department of Planning and Environment at Taronga Conservation Society Australia (Taronga) within the scope of this Award.
- 2.4 "Casual employee" means an employee engaged and paid as such but will not include an employee who is required to work a constant number of ordinary hours each week.
- 2.5 "Temporary employee" means an employee who is engaged for a short period of time to undertake a specific task and is required to work a constant number of ordinary hours each week.
- 2.6 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

**3. Contract of Employment**

- 3.1 Wherever possible, full-time employment should be implemented.
- 3.2 The employer may employ persons on a part-time basis in any area of operation covered by this award. A part-time employee is, for all purposes of this award, entitled to the same terms and conditions as a full-time employee, provided that in all cases, entitlement is determined on a pro rata basis.
- 3.3 The number of hours per week to be worked by a part-time employee will be mutually agreed between the employee concerned and the employer, provided that the minimum number of hours worked will be eight per week.
- 3.4 The terms and conditions of part-time work, except as provided for in this award, will be those determined under the *Government Sector Employment Act 2013*.
- 3.5 Nothing in this award will affect the right of the employer to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages will be paid to the time of dismissal, only provided that no employee will be dismissed without notice for:
- (a) sickness, accident or injury if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day;
  - (b) any other reasonable cause if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day.

- 3.6 Notwithstanding anything hereinbefore contained, an employee will not be given notice or dismissed, except for misconduct while legitimately absent from duty on accrued sick leave or annual leave.
- 3.7 An employee not attending for duty will lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
- 3.8 Probationary Period -
- (a) Employees engaged as ongoing employees without any previous service with the employer may be engaged for a probationary period of twelve months. During this period of probationary employment such ongoing employees may be terminated with one week's notice and temporary and casual employees with one hour's notice.
  - (b) No other probationary periods will apply.

#### **4. Classifications and Rates of Pay**

- 4.1 The minimum rates of pay for all classifications covered by the award are set by the Crown Employees (Public Sector - Salaries 2021) Award or any replacement award. They are included in Part B, Monetary Rates, Table 1 - Rates of Pay.
- 4.2 The grading requirements for horticulturists employed before 1 July 2010 are as follows:
- (a) Garden Labourer - performs basic tasks associated with horticulture and works under limited supervision.
  - (b) Horticulture Labourer - undertaking TAFE certification or equivalent in horticultural trade.
  - (c) Horticulturalist Level 1 - has completed recognised Trade/Horticultural Certificate III or equivalent experience and has limited supervisory experience.
  - (d) Horticulturalist Level 2 - has well developed zoo horticultural experience in areas such as bush regeneration, landscaping, nursery and maintenance.
  - (e) Horticultural Technician - proven managerial experience and communicates technical data and information; may also have higher qualification.
  - (f) Senior Horticultural Technician - has proven research skills and horticultural experience with at least 3 years experience in zoological horticulture or demonstrated experience in public park management, exhibit design and maintenance.
  - (g) Conditions of progression for gardeners will be developed and agreed between the parties, such progression to be based on the recognition of skills attained.
- 4.3 The grading requirements for gardeners and horticulturists are as follows:
- (a) Horticultural Apprentice:
    - (i) Works under close direct supervision performing basic tasks using basic hand tools or equipment for which either no previous training or experience is required.
    - (ii) Carries out general grounds maintenance including: maintaining current flora displays, planting and establishing new flora displays.
  - (b) Gardener:
    - (i) Performs basic tasks associated with horticulture and gardening and works under supervision.

- (ii) Carries out general grounds maintenance including: maintaining current flora displays, weeding, mowing lawns and trimming hedges.
- (c) Horticulturalist:
  - (i) Has completed recognised Trade/Horticulture Certificate or equivalent experience and has limited supervisory experience.
  - (ii) Carries out horticultural duties including: administering approved chemicals and species identification.
  - (iii) Carries out general grounds maintenance including: maintaining current flora displays.
  - (iv) Provides technical expertise and advice to labouring resources in carrying out of general grounds maintenance (including remnant bush areas and browse plantation).
  - (v) Assists with supervising and training of apprentices.
- (d) Horticultural Supervisor:
  - (i) Supervises the maintenance of grounds including the supervision of labouring and horticultural resources (including remnant bush areas and browse plantation).
  - (ii) Supervises labouring and horticultural resources.
- (e) Progression within a classification will occur on the anniversary of an employee's appointment, or the date at which they were appointed to their current classification grade. Employees may only progress within the classification they are appointed to (i.e.: Apprentice, Gardener, Horticulturalist, and Horticultural Supervisor).
- (f) Progression is subject to a satisfactory performance review at the employee's current classification grade in accordance with Taronga Conservation Society Australia's performance management procedures.
- (g) Appointment of employees to higher classifications will be through a merit selection process when vacancies arise.

4.4 The appointment/progression requirements for keeping grades are as follows.

- (a) Trainee Keeper Level 1
  - (i) No paid animal related industry experience required.
  - (ii) Undertakes Trainee Skills Assessment Workbook.
  - (iii) Works under direct supervision.
- (b) Trainee Keeper Level 2
  - (i) At least 1 year of paid animal husbandry related industry experience.
  - (ii) Existing employees must have demonstrated satisfactory progress in completing Trainee Skills Assessment Workbook.
  - (iii) Enrolled in a Certificate III in Captive Animals.
  - (iv) Existing employees must be satisfactory in general competencies.
  - (v) Works under direct supervision.

- (c) Trainee Keeper Level 3
  - (i) At least 2 years of paid animal husbandry related industry experience.
  - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
  - (iii) Enrolled in a Certificate III in Captive Animals.
  - (iv) Existing employees must be satisfactory in general competencies.
  - (v) Works under minimum supervision.
- (d) Trainee Keeper Level 4
  - (i) At least 3 years of paid animal husbandry related industry experience.
  - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
  - (iii) Enrolled in a Certificate III in Captive Animals.
  - (iv) Existing employees must be satisfactory in general competencies.
  - (v) Works under limited supervision.
- (e) Keeper Level 1
  - (i) Possession of Certificate III in Captive Animals or equivalent.
  - (ii) At least 4 years paid animal husbandry related industry experience.
  - (iii) Existing employees must have satisfactorily completed the Trainee Skills Assessment Workbook.
  - (iv) Existing employees must be satisfactory in general competencies.
  - (v) Undertake Keeper Skills Assessment Workbook.
- (f) Keeper Level 2
  - (i) Possession of Certificate III in Captive Animals or equivalent.
  - (ii) At least 5 years paid animal husbandry related industry experience of which at least one year has been within a zoo which participates in coordinated national/international breeding programs or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
  - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
  - (iv) Existing employees must be satisfactory in general competencies.
- (g) Keeper Level 3
  - (i) Possession of Certificate III in Captive Animals or equivalent.

- (ii) At least 6 years paid animal husbandry related industry experience of which at least two years has been within a zoo which participates in coordinated national/international breeding programs or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
  - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
  - (iv) Existing employees must be satisfactory in general competencies.
- (h) Keeper Level 4
- (i) Possession of Certificate III in Captive Animals or equivalent.
  - (ii) At least 7 years paid animal husbandry related industry experience of which at least three years has been within a zoo which participates in coordinated national/international breeding programs or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
  - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
  - (iv) Existing employees must be satisfactory in general competencies.
- (i) Senior Keeper Level 1
- (i) Possession of the Certificate III in Captive Animals or equivalent.
  - (ii) 8 years paid animal related husbandry industry experience, of which at least four years has been within a zoo which participates in coordinated national/international breeding programs or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
  - (iii) High level of skill in species management e.g. be able to work on regional stud books (training by ARAZPA or equivalent or having an approved mentor on site); or have a very high level of animal management skills.
  - (iv) Existing employees must have satisfactorily completed the Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
  - (v) Existing employees must be satisfactory in general competencies.
- (j) Senior Keeper Level 2
- (i) Possession of the Certificate III in Captive Animals or equivalent.
  - (ii) 9 years paid animal related husbandry industry experience, of which at least five years has been within a zoo which participates in coordinated national/international breeding programs or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
  - (iii) Develop contributions in an area of specialisation or have a very high level of animal management skills and be able to undertake international stud bookkeeping.
  - (iv) Existing employees must have successfully completed a substantial Taronga Zoo or Taronga Western Plains Zoo project approved by the relevant Unit Supervisor and



- Precinct Manager and endorsed by the Wildlife Conservation Operations Manager. New employees must demonstrate a similar achievement. Senior Keepers Level 2 should always be undertaking an approved project once classified at Level 2.
- (v) Existing employees must have satisfactorily completed the Senior Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
  - (vi) Existing employees must be satisfactory in general competencies.
- (k) Keeper Grade 4 Level 2 (Specialist) (only available to ongoing employees employed as a Keeper on 8 December 2005).
- (i) Minimum of 3 years' experience as Divisional Supervisor and,
  - (ii) Possession of a tertiary qualification or extensive management training or works with outside agencies; and is a qualified technician.
- (l) Keeping Unit Supervisor
- (i) Appointment by merit based selection.
  - (ii) Possession of the Certificate III in Captive Animals or equivalent.
  - (iii) Demonstrated experience and expertise relevant to the role.
  - (iv) Demonstrated supervisory skills.
- (m) Relevant experience, skills, qualifications and study undertaken will be taken into account in determining the grade and level to which a temporary or ongoing keeping employee will be appointed.
- (n) A keeping employee, except a casual employee, will progress through the classifications of Trainee Keeper, Keeper and Senior Keeper depending on acquisition of qualifications, skills and experience as set out in the appointment/progression requirements.
- (o) A casual keeping employee will be paid one of the following rates depending on qualifications:
- (i) An employee who does not possess a Certificate III in Captive Animals (or equivalent) will be paid at Trainee Keeper Level 1.
  - (ii) An employee who possesses the qualifications and experience to be appointed as a Keeper will be paid at Keeper Level 1, unless a higher level of responsibility is required, in which case an employee will be paid at the level of the work they are required to perform.
- (p) A casual keeping employee will not progress within the Trainee Keeper or Keeper grades.
- (q) Appointment to the roles of Unit Supervisor will be through merit-based selection.
- (r) A temporary assignment allowance will be paid to keeping employees who temporarily relieve as a Keeping Unit Supervisor for a period of 5 consecutive working days or more. The allowance is the difference between the base salary of the relevant Keeping Unit Supervisor Grade and the substantive salary of the relieving employee. If only a proportion of the duties of the higher graded role are required to be performed by the relieving employee, the allowance will be paid on a pro rata basis. The allowance will not be paid on any leave taken by the relieving employee during the period of relief except when the employee has been relieving in the role for more than 12 months.

- (s) Before an employee commences relief as a Keeping Unit Supervisor, the relevant manager will discuss with them the duties they will be required to perform, the criteria for determining the proportion of the allowance to be paid to them and the delegated responsibilities they will be expected to exercise during the relief period.

#### 4.5 Designer Classifications

Progression between Junior Designer, Designer and Senior Designer will be based on merit selection processes, when vacancies arise.

- (a) Junior Designer
  - (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
  - (ii) Works under direct supervision or guidance of Senior Designer or Design Manager.
  - (iii) Develops draft concepts in response to design briefs, in consultation with Senior Designer or Design Manager.
  - (iv) Alters concepts at the direction of Senior Designer or Design Manager
- (b) Designer:
  - (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
  - (ii) Works under limited supervision or guidance of Senior Designer or Design Manager.
  - (iii) Develops concepts in response to design briefs, before review by Senior Designer or Design Manager.
  - (iv) Responsible for taking design briefs from internal clients.
- (c) Senior Designer:
  - (i) Degree qualified with extensive design experience.
  - (ii) Limited experience supervising more junior designers in the development and delivery of work.
  - (iii) Responsible for commissioning and managing photographic shoots.
  - (iv) Responsible for the autonomous project management of client work, including scheduling deliverables and proofing process.
  - (v) Provides design direction and guidance for Designers, Junior Designers and some external, contract designers in the development of design concepts.

### 5. Training Competency

- 5.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 5.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.

- 5.3 Any direction issued by the employer pursuant to subclauses 5.1 and 5.2 will be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 5.4 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level within the classifications. Such competencies will be developed having regard to National Competency Standards.
- 5.5 The employer will support the progression of ongoing employee through their classification streams by the provision of training, mentoring and support as appropriate.

## 6. Hours of Work

- 6.1 The ordinary hours of work will be an average of 38 per week over a 152-hour month, Monday to Sunday inclusive. Rosters will, wherever possible, be agreed between the employer and employee. There will be a specified meal break agreed between the employer and the employee of not less than half an hour and not more than one hour. One week's notice will be given to an employee of any changes of starting and finishing times and lunch breaks, except in the case of emergency.
- 6.2 Hours of work will be either day shift or afternoon shift:
- (a) Day shift hours will be worked between the hours of 6.00 a.m. and 6.00 p.m.
  - (b) Afternoon shift is any shift that finishes after 6.00 p.m. and before midnight.
- 6.3 A 15 per cent allowance will be paid for work performed on an afternoon shift. This allowance is not cumulative upon the allowances paid for work performed on Saturdays, Sundays and public holidays.

## 7. Overtime

- 7.1 Where an employee is directed to work in excess of an average of 38 hours per week over a 152-hour month, Monday to Sunday inclusive, the employee may elect for compensation purposes between monetary payment or time-in-lieu.
- 7.2 For all work done outside ordinary hours the rates of pay will be time and one-half for the first two hours and double time thereafter.
- 7.3 For the purposes of this clause, ordinary hours will mean the hours of work fixed in accordance with clause 6, Hours of Work. The hourly rate when computing overtime will be determined by dividing the appropriate rate by 38 even in cases where an employee works more than 38 ordinary hours in a week.
- 7.4 When an employee is required to work overtime beyond 6.30 pm, Monday to Sunday inclusive, they will be provided with a meal or the appropriate meal allowance. The overtime allowance will be paid in accordance with item No.1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. The monetary rates prescribed in Table 2 of the Award are set in accordance with movements in wage and wage related allowances as prescribed in Table 2 and in accordance with the Crown Employees (Public Sector - Salaries 2021) Award and any variation or replacement Award.
- 7.5 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three hours' work at the appropriate rate as prescribed in subclause 7.2 for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee will not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.
- 7.6 Where an employee elects for payment as time in lieu of overtime worked, such time in lieu is to be calculated as per the monetary calculation for overtime worked.
- 7.7 Time in lieu of overtime worked may be taken by the employee as allocated days off (ADO) or added to annual leave.

- 7.8 Any day or days added in accordance with subclause 7.7 will be the working day or working days immediately following the annual leave period to which the employee is entitled under clause 12, Leave Conditions and Entitlements.
- 7.9 Subject to subclause 7.10, the employer may require an employee to work reasonable overtime at overtime rates.
- 7.10 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.
- 7.11 For the purposes of subclause 7.10 what is unreasonable 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 responsibilities;
  - (c) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) any other relevant matter.

#### **8. Allocated Days Off**

- 8.1 Where possible, allocated days off (ADOs) will be scheduled by mutual agreement between employees and the employer. ADOs may be accumulated up to a maximum of ten days. Accumulation of ADOs in excess of ten days will require the approval of the employer.
- (a) Except as provided by subclause 8.1 of this clause, an employee will be advised by the employer at least four weeks in advance of the week-day which is to be the ADO.
  - (b) The employer with the agreement of the employee concerned may substitute the day an employee is to be allocated off duty for another day in the case of an emergency or to meet the requirements of a particular establishment.
  - (c) An individual employee with the agreement of the employer may substitute the day such employee is allocated off duty for another day.
- In the event that an employee's ADO is a day which coincides with pay day, such employee will be paid no later than the working day immediately following pay day.
- 8.2 Allocated Day Off Falling on a Public Holiday - In the event of an employee's ADO falling on a public holiday, the employee and the employer will agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day will be determined by the employer.
- 8.3 Work on Allocated Day Off - Subject to subclause 8.1 any employee required to work on their ADO will be paid in accordance with the provisions of clause 7, Overtime.

#### **9. Saturday and Sunday Work During Ordinary Hours**

- 9.1 Employees except gate receptionists required to work their ordinary hours on a Saturday or Sunday will be paid for all time so worked at the following rates:
- Saturday Work - Time and one-half;
- Sunday Work - Time and three-quarters.

- 9.2 Employees rostered for duty on Saturdays and Sundays, if advised at starting time of the day in question by the employer that they are not required, will be paid for two hours at double time rates; provided that a keeper or gardener called upon to work on a public holiday will be paid for a minimum of six hours at the appropriate penalty rates; all other employee will be paid for a minimum of three hours at the appropriate penalty rate.
- 9.3 When shift work is performed on Saturdays and Sundays the shift allowance prescribed in clause 6, Hours of Work, is not paid.

### 10. Allowances

- 10.1 First-aid Allowance - A standard first-aid kit will be provided and maintained by the employer in accordance with the *Work Health and Safety Act 2011*. In the event of any serious accident happening to any employee whilst at work the employer, at the employer's own expense, will provide transport facilities to the nearest hospital or doctor. An employee who is a qualified first-aid attendant and who is required to carry out the duties of a qualified first-aid attendant will be paid an additional amount as provided in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance will be paid in a weekly amount equivalent to that available to members of the Public Service as defined under the *Government Sector Employment Act 2013* and will be varied to maintain that equivalent relationship. The weekly rate applicable will be referable to the annual allowance payable pursuant to the Crown Employees (Public Sector - Salaries 2021) Award and any variation or replacement Award and calculated as follows:

$$\text{Annual Allowance}/365.25 \times 7 = \text{Weekly Allowance}$$

Casual employees will be paid an additional amount as set in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- 10.2 Uniforms - Where a uniform (which may include overalls) is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance as set in Item 4 of Table 2 will be paid
- 10.3 Disability Allowance - Zookeepers employed prior to 1 July 2010 working at Western Plains Zoo will be paid an allowance at the rate as set in Item 5 of Table 2 which will be treated as part of the ordinary wage for all purposes of this award.
- 10.4 Meal Allowance on one day journeys - An employee who is authorised to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, will be paid the appropriate rate of allowance set out in Item 6 of Table 2 Other Rates and Allowances of Part B, Monetary Rates for:
- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
  - (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
  - (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal place of work at the time of taking the normal lunch break.

However, meal expenses will not be payable on one-day journeys when the journey is between Taronga Conservation Society Australia work sites, for example, as between Taronga Zoo and Western Plains Zoo.

It is the intention of the parties to this award that such allowance will be paid in an amount equivalent to that available to members of the Public Service as defined under the *Government Sector Employment Act 2013* and will be varied to maintain that equivalent relationship

- 10.5 All allowances with the exception of subclauses 10.3 and 10.4 will be moved in accordance with State Wage Case decisions.

### 11. Lactation Breaks

- 11.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 11.2 A full time employee or a part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 11.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 11.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 11.5 The Department Head will provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 11.6 Other suitable facilities, such as refrigeration and a sink, will be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 11.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 11.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 79, Sick Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or access to flexible working hours in accordance with applicable policies

### 12. Leave Conditions and Entitlements

- 12.1 All employees will be entitled to leave in accordance with the *Government Sector Employment Act 2013*.
- 12.2 In addition to subclause 12.1 of this clause, employees will be entitled to additional parental leave entitlements as follows:
- (a) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement of Unpaid Parental Leave, in the *Industrial Relations Act 1996*. The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
  - (b) The employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act*) because:
    - (i) the employee or employee's spouse is pregnant; or
    - (ii) the employee is or has been immediately absent on parental leave.

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

- (c) Right to request
- (i) An employee entitled to parental leave may request the employer to allow the employee:
- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
  - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (3) 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.
- (ii) The employer will 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 employee, loss of efficiency and the impact on customer service.
- (iii) Employee's request and the employer's decision to be in writing
- The employee's request made under (c)(i) and the employer's decision made under (c)(ii) must be recorded in writing.
- (iv) Request to return to work part-time
- Where an employee wishes to make a request under (c)(i)(3), 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.
- (d) Communication during parental leave
- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:
- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
  - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.
- (ii) The employee will 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.
- (iii) The employee will also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (d)(i).

12.3 Casual employees will also receive unpaid Personal Carer's entitlement and Bereavement entitlement as follows;

- (a) Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in subclause 13.1 of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).
  - (ii) The employer and the casual employee will 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) The 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.
  - (iv) The casual employee will, if required,
    - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
    - (2) 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.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
  - (v) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (b) Bereavement entitlements for casual employees
- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
  - (ii) The employer and the casual employee will 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) The 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.
  - (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.



## 12.4 Additional annual leave

- (a) In addition to the annual leave entitlements provided in subclause 12.1, an employee who is rostered to work their ordinary shifts on Sundays and/or Public Holidays, during the period 1 December one year to 30 November the next year (or part thereof), is entitled to additional annual leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4 - 10	1 additional day leave
11 - 17	2 additional days leave
18 - 24	3 additional days leave
25 - 31	4 additional days leave
32 or more	5 additional days leave

- (b) By agreement between an employee and their manager, but not unreasonably refused, an employee entitled to additional annual leave under subclause 12.4(a), can elect at any time to cash out part or all of the additional annual leave.

### 13. Family and Community Service Leave, Personal Carer's Leave

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

- (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 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 or legal guardian), grandparent, grandchild or sibling of the employee or the spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
- (i) "relative" means a person related by blood, marriage or affinity;
- (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) "household" means a family group living in the same domestic dwelling.

- 13.2 The Executive Director and Chief Executive will grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in paragraph (a) of this subclause. The Executive Director and Chief Executive may also grant leave for the purposes in paragraph (b) of this subclause. Non-emergency appointments or duties will be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- (a) Such unplanned and emergency situations may include, but not be limited to, the following:

- (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
  - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  - (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc., threatens an employee's property and/or prevents an employee from reporting for duty;
  - (iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
  - (v) Attendance at court by a employee member to answer a charge for a criminal offence, only if the Executive Director and Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.
- (b) Family and community service leave may also be granted for:
- (i) An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the employee member does not hold a role of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
  - (ii) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.
- (c) Family and Community Services Leave replaces Short Leave

13.3 Family and community service leave will accrue as follows:

- (a) The maximum amount of family and community services leave on full pay that may be granted to an employee is:
  - (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
  - (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
- (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subclause 13. 1.

13.4 Use of Sick Leave to care for a sick dependant - general - When family and community service leave, as outlined in subclause 13.3 is exhausted, the sick leave provisions under subclause 13.5 may be used by an employee to care for a sick dependant.

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

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

- (i) the employee being responsible for the care and support of the person concerned, and
  - (ii) the person concerned being as defined in subclause 13.1.
- (b) An employee with responsibilities in relation to a person who needs their care and support will be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
  - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
  - (d) In special circumstances, the Executive Director and Chief Executive may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph 13.5 (c).
  - (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
  - (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
  - (g) Wherever practicable, the employee will give the Executive Director and Chief Executive prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Executive Director and Chief Executive beforehand, notification should be given by telephone at the first opportunity on the day of absence.
  - (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

### **13A. Leave for Matters Arising from Domestic Violence**

13A.1 The definition of domestic violence is found in subclause 2.6 of clause 2, Definitions, of this Award.

13A.2 Leave entitlements provided for in clause 13, Family and Community Service Leave, Personal/Carer's Leave and sick leave entitlements in clause 12, Leave Conditions and Entitlements, may be used by an employee experiencing domestic violence;

13A.3 Where the leave entitlements referred to in sub clause 13A.2 are exhausted, the employer will grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;

13A.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;

13A.5 Personal information concerning domestic violence will be kept confidential by the agency;

13A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

#### 14. Public Holidays

- 14.1 All statutory and proclaimed public holidays will be holidays for the purpose of this award.
- 14.2 Employees will be paid for all ordinary time worked on public holidays at the rate of double time and one-half
- 14.3 Where a holiday occurs on the rostered day off of a seven-day shift worker, other than an ADO given pursuant to the provisions of clauses 6, Hours of Work, and 8, Allocated Days Off.
- (a) if such employee is not required to work on that day the employer will pay such employee the ordinary pay in respect of such day;
  - (b) if such employee is required to work on that day the employer will pay such employee the ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours and double time and one-half thereafter.
- 14.4 When shift work is performed on Public Holidays, the shift allowance prescribed in the said clause 6 is not paid.

#### 15. Dispute Settlement Procedure

- 15.1 When any claim or dispute arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim.

The supervisor will advise the employee(s) concerned of the time by which an answer will be provided.

- 15.2 If the claim or dispute is not resolved between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) will notify the Association delegate(s) who will then take the matter up with the appropriate Manager.
- 15.3 If the claim or dispute has not been settled by the immediate supervisor or Manager, or if any party so requests, the matter will be discussed as soon as practicable between a representative of the Association concerned and appropriate senior management representatives, which may include employee of the Human Resources Division.
- 15.4 If the claim or dispute remains unresolved the parties agree that it may be referred to the appropriate industrial tribunal.
- 15.5 Nothing contained in these procedures will preclude the employer and the Association from entering into direct negotiations on any matter.
- 15.6 Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work will be applied.
- 15.7 The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

#### 16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

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

16.4 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 to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

### **17. Merit Selection**

17.1 Merit selection is based on:

- (a) A competitive selection process;
- (b) A selection process which assesses all applicants equally against job related criteria;
- (c) Open access to job opportunities; and
- (d) An independent selection process in accordance with this clause.

17.2 Selection Panel

- (a) A selection panel will include:
  - (i) the immediate supervisor or line manager of the vacant role which is the subject of the selection and recruitment process ("vacant role");
  - (ii) a person having some expertise in or knowledge of the nature and requirements of the vacant role, or otherwise having some familiarity with the operational and human resources needs and workplace culture of the employer; and
  - (iii) an independent person referred to in subclauses 17.2(c) and 17.2(f) ("independent").
- (b) Selection panels will preferably comprise three persons, but may comprise a minimum of two persons (including an independent) in particular for entry level roles. In all cases there should be at least one female and one male person on the selection panel.
- (c) If, after taking the steps referred to in subclause 17.2(d), to obtain a person who is not, and preferably has not been, employed by the employer ("external independent") to be included on a selection panel, the employer determines that it is not possible or practicable to do so, it will record the steps taken by it, and the reasons it was not able, to obtain an external independent. The record will be in writing recorded on the recruitment file and will be made prior to the culling of any applicants for the vacant role.

- (d) For the purposes of subclause 17.2(c) the relevant steps are:
  - (i) making requests of at least three public sector agencies that they make available to the employer an external independent; and
  - (ii) in the event that an external independent cannot be procured pursuant to a request made under of subparagraph 17.2(d)(i) or by way of any reciprocal arrangement referred to in paragraph 17.2(e), seeking the assistance of the Public Service Commission to identify public sector agencies which may have available external independents.
- (e) To facilitate obtaining external independents for selection panels, the employer will to the extent practicable attempt to establish and to the extent practicable utilise, reciprocal arrangements or networks with public sector agencies ("reciprocal arrangements").
- (f) Where the employer has not been able to obtain an external independent to sit on a selection panel, then the independent utilised for that purpose will be a person who:
  - (i) where possible, does not have any close professional or personal affiliation with any applicant for the vacant role, but who will nevertheless declare in writing to the other members of the selection panel the nature of any such affiliation;
  - (ii) is not employed in the same division of the employer as that in which the vacant role is situated.
- (g) Nothing in this clause should be construed as requiring the employer to pay external independents for their participation on selection panels.
- (h) The employer aims to have a selection committee made up of members who are able to act independently in their decision making. Where practicable the same members of the selection panel should take part in all stages of the selection process from initial cull to signing of the selection panel report.
- (i) The convener is responsible for ensuring that:
  - (i) equity principles are applied during the recruitment process;
  - (ii) documentation of the selection process is completed and returned to the relevant recruitment personnel; and
  - (iii) appropriate feedback is provided to the unsuccessful applicants.
- (j) All members of the selection panel have an obligation to ensure equity principles are implemented. Any individual member who does not support the outcome of the selection process should submit a separate report.

### **18. Deduction of Union Membership Fees**

- 18.1 The Association must provide the employer with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules. For the purposes of this clause, this amount is referred to as "the Fortnightly Membership Fee".
- 18.2 The Association must advise the employer of any change of the Fortnightly Membership Fee, consequent upon a variation of the annual union membership fee as provided in the Association rules. Any variation to the Fortnightly Membership Fee will be provided to the employer at least one month in advance of the variation taking effect. No more than two variations will be effected in any financial year.
- 18.3 Subject to 18.1 and 18.2 above, the employer must deduct the Fortnightly Membership Fee from the pay of any employee who is a member of the Association in accordance with the Association's rules,

provided that the employee has authorised the employer to make such deductions. However, deduction of the Fortnightly Membership Fee will only occur in each pay period in which payment has or is to be made to an employee.

- 18.4 Monies so deducted from employees' pay must be forwarded fortnightly to the Association by way of electronic funds transfer, together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts. The money must be remitted to the Association as soon as practicable after the fortnightly pay period has been processed.
- 18.5 In relation to full-time and part-time employees, the Fortnightly Membership Fee must be deducted on a fortnightly basis from the employees' pay.
- 18.6 No Fortnightly Membership Fee will be deducted in respect of periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave.
- 18.7 In relation to casual employees the Fortnightly Membership Fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period.
- 18.8 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## **19. Secure Employment**

### 19.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of ongoing roles 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.

### 19.2 Casual Conversion

- (a) 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 will thereafter have the right to elect to have his or her ongoing contract of employment converted to ongoing full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee will give the employee notice in writing of the provisions of this subclause 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.
- (c) Any casual employee who has a right to elect under paragraph 19.2(a), upon receiving notice under paragraph 19.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) 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.

- (e) 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.
- (f) 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 19.2(c), the employer and employee will, in accordance with this paragraph, and subject to paragraph 19.2(c), discuss and agree upon:
  - (i) whether the employee will convert to full-time or part-time employment; and
  - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph 19.2(f), the employee will 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 will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### 19.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions will apply:
  - (i) 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 employee employed or engaged by it to another employer for the purpose of such employee performing work or services for that other employer.
  - (ii) 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.
- (b) Any employer which, engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises will do the following (either directly, or through the agency of the labour hire or contract business):
  - (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
  - (ii) 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;



- (iii) 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
  - (iv) 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.
- (c) Nothing in this subclause 19.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

#### 19.4 Disputes Regarding the Application of this Clause

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

- 19.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the Department of Education, Science and Training.

### 20. Area, Incidence and Duration

- 20.1 This award applies to all classifications of employees employed by the Taronga Conservation Society Australia listed in Table 1 - Rates of Pay of Part B, Monetary Rates, of this award.
- 20.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Taronga Conservation Society Australia Salaried Employees Award published 27 March 2020 (387 I.G. 526), as varied.
- 20.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 15 November 2021.
- 20.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

### 21. General Conditions of Employment

- 21.1 It is the intention of the parties to this Award that all other leave conditions not specified in this Award will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 - Leave), the *Government Sector Employment Act 2013* and the Government Sector Employment Regulation 2014 as amended from time to time.

## PART B

### MONETARY RATES

Payable in accordance with the Crown Employees (Public Sector - Salaries 2021) Award

#### Table 1 - Rates of Pay

Effective from the first pay period to commence on or after 1 July 2021

Classification and Grades	Common Salary Point	1.7.20 Per annum 0.3% \$	1.7.21 Per annum 2.04% \$
Clerks -			
General Scale -			
1st year (up to 18 years)	7	37,949	38,723
2nd year (or 20 years)	11	45,899	46,835
3rd year	17	49,470	50,479
4th year	20	50,819	51,856
5th year	23	52,968	54,049
6th year	25	53,928	55,028
7th year	28	55,267	56,394
8th year	32	57,312	58,481
9th year	36	59,389	60,601
10th year	40	61,583	62,839
At 19 years + (HSC)	9	43,000	43,877
Grade 1 -			
1st year	46	64,973	66,298
2nd year	49	66,882	68,246
Grade 2 -			
1st year	52	68,749	70,151
2nd year	55	70,636	72,077
Grade 3 -			
1st year	58	72,635	74,117
2nd year	61	74,827	76,353
Grade 4 -			
1st year	64	77,162	78,736
2nd year	67	79,535	81,158
Grade 5 -			
1st year	75	85,744	87,493
2nd year	78	88,449	90,253
Grade 6 -			
1st year	82	91,916	93,791
2nd year	85	94,610	96,540
Grade 7 -			
1st year	88	97,443	99,431
2nd year	91	100,356	102,403
Grade 8 -			
1st year	95	104,539	106,672
2nd year	98	107,864	110,064
Grade 9 -			
1st year	101	111,077	113,343
2nd year	104	114,201	116,531
Grade 10 -			
1st year	108	118,863	121,288
2nd year	111	122,404	124,901
Grade 11 -			
1st year	116	128,473	131,094
2nd year	120	133,920	136,652
Grade 12 -			
1st year	126	142,308	145,21
2nd year	130	148,578	151,609
Clerical Assistants -			
1st year (or under 17 years)	1	26,416	26,955
2nd year (or 17 years)	3	29,674	30,279
3rd year (or 18 years)	6	35,702	36,430
4th year (or 19 years)	8	40,550	41,377

5th year (or 20 years)	9	43,000	43,877
6th year (or 21 years)	15	47,704	48,677
7th year	17	49,470	50,479
8th year	20	50,819	51,856
9th year	22	51,781	52,837
Class 1 -			
1st year	25	53,928	55,028
2nd year	28	55,267	56,394
Class 2 -			
1st year	32	57,312	58,481
2nd year	35	58,791	59,990
Class 3 -			
1st year	37	59,956	61,179
2nd year	40	61,583	62,839
Class 4 -			
1st year	42	62,764	64,044
2nd year	44	63,857	65,160
Horticulturalist Labourer - (Applies to employees engaged prior 1 July 2010)			
Grade 1	25	53,928	55,028
Grade 2	30	56,312	57,461
Grade 3	35	58,791	59,990
Horticulturalist Level 1 - (Applies to employees engaged prior 1 July 2010)			
Grade 1	42	62,764	64,044
Grade 2	45	64,478	65,793
Horticulturalist Level 2 (Applies to employees engaged prior 1 July 2010)			
Grade 1	48	66,201	67,552
Grade 2	50	67,532	68,910
Horticultural Technician (Applies to employees engaged prior 1 July 2010)			
Grade 1	55	70,636	72,077
Grade 2	57	71,926	73,393
Senior Horticultural Technician			
(Applies to employees engaged prior 1 July 2010)			
Grade 1	63	76,420	77,979
Grade 2	67	79,535	81,158
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)			
1st Year		26,236	26,771
2nd Year		31,010	31,643
3rd Year		35,778	36,508
4th Year		42,936	43,812
Gardener (Applies to employees engaged post 1 July 2010)			
Grade 1	15	47,704	48,677
Grade 2	18	49,956	50,975
Grade 3	21	51,302	52,349
Horticulturalist (Applies to employees engaged post 1 July 2010)			
Grade 1		60,715	61,954
Grade 2		62,536	63,812
Grade 3		64,413	65,727
Grade 4		67,531	68,909
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)			
Grade 1		71,702	73,165
Grade 2		73,854	75,361

Grade 3		76,070	77,622
Keeper Grade 4 (Specialist) Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	75	85,744	8,7493
Trainee Keeper -			
Level 1	-	45,538	46,467
Level 2	-	48,572	49,563
Level 3	-	51,609	52,662
Level 4	-	54,644	55,759
Keeper -			
Level 1	-	60,716	61,955
Level 2	-	63,751	65,052
Level 3	-	66,786	68,148
Level 4	-	69,825	71,249
Senior Keeper -			
Level 1	-	72,859	74,345
Level 2	-	78,930	80,540
Keeping Unit Supervisor -			
Year 1	-	88,039	89,835
Year 2	-	89,861	9,1694
Year 3	-	91,679	93,549
Keeper before Jan 06			
Grade 1			
Level 01		56,761	57,919
Level 02		57,311	58,480
Level 03		58,258	59,446
Level 04		59,388	60,600
Grade 2			
Level 01		75,912	77,461
Level 02		83,651	85,357
Gate Receptionists	38	60,454	61,687
Junior Designer			
Grade 1		51,751	52,807
Grade 2		53,821	54,919
Grade 3		55,972	57,114
Grade 4		58,209	59,396
Designer			
Grade 1		59,956	61,179
Grade 2		62,650	63,928
Grade 3		65,471	66,807
Grade 4		68,420	69,816
Grade 5		71,496	72,955
Senior Designer			
Grade 1		75,077	76,609
Grade 2		78,828	80,436
Grade 3		82,768	84,456
Allowances:			
Casual first aid allowance (per shift)		17.95	18.30
Laundry Allowance for staff other than Gate Receptionists (per week)		7.50	7.60
Laundry Allowance for Gate Receptionists (per week)		13.55	13.85

**Table 2 - Other Rates and Allowances payable in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award (2009).**

Effective from the first pay period to commence or after the dates 1 July 2021.

Item No.	Clause No.	Brief Description	Amount \$
1	7.4	Overtime Meal Allowance: Dinner Supper	31.25 11.55
2	10.1	First Aid Allowance Holders or basic qualifications: Holders of current occupational first aid certificate:	18.30 per week 27.48 per week
3	10.1	Casual First-aid allowance	18.30 per week
4	10.2	Uniforms - Laundry Allowance Gate Receptionist Laundry Allowance	7.60 per week 13.85 per week
5	10.3	Disability Allowance at Western Plains Zoo Payable only to existing keepers (ongoing, temporary and casual) employed before 1 July 2010, for the term of their current contract	15.20 per week
6	10.4	Meal Allowance: Capital Cities Breakfast Lunch Dinner  Meal Allowance: Country Centres Breakfast Lunch Dinner	28.15 31.65 53.90  25.20 28.75 49.60

D. SLOAN, *Commissioner*

---

Printed by the authority of the Industrial Registrar.

## ROADS AND MARITIME SERVICES (TRAFFIC SIGNALS STAFF) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 297741 of 2023)

Before Commissioner McDonald

30 November 2023

### VARIATION

1. Delete paragraph 5.4(e) of clause 5, Area Incidence and Duration, of the award published 20 March 2020 (387 I.G. 271) and all variations thereof and replace with the following:
  - (e) salaries will increase by 4% from the first pay period commencing on or after 1 July 2023;
  - (f) allowance items in part B table 2 will be increased in accordance with variations made via Treasury Circulars and Schedule B amended as required.
2. Delete clause 6, No Extra Claims, and replace with the following:

#### 6. No Extra Claims

- 6.1 Other than as provided for in the *Industrial Relations Act* 1996, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2024 by a party to this Award.
  - 6.2 Notwithstanding subclause 6.1, the parties to this Award commit to further discussions, in good faith, on claims made during the bargaining of this Award. Subclause 6.1 will not prevent the parties from having these discussions.
  - 6.3 The parties to this Award acknowledge that the intention of subclause 6.2 is to facilitate discussions during the term of the Award.
  - 6.4 The terms of subclause 6.1 do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Award provisions.
  - 6.5 The terms of subclause 6.1 do not prevent the parties from taking any proceedings before the NSW Industrial Relations Commission with respect to the review of classifications in Appendix B, and determining the rates of pay associated with any proposed changes in those classifications. This subclause 6.5 will expire on 30 June 2024.
  - 6.6 Variations made with the agreement of the parties are not prohibited by this clause.
3. Delete clause 7, Grievance Resolution and replace with the following:

#### 7. Grievance Resolution

- 7.1 Grievance resolution
  - (a) A grievance is defined as a personal complaint or difficulty. A grievance may:
    - (i) relate to a perceived denial of an entitlement

- (ii) relate to a perceived lack of training opportunities
    - (iii) involve a suspected discrimination or harassment.
  - (b) RMS has grievance resolution policy, guidelines and procedures which should be observed when grievances arise because of this Award and can be found on the Transport intranet.
  - (c) While the policy, guidelines and procedures are being followed, normal work will continue.
4. Insert after subclause 12.7 of clause 12, Working Hours, the following new subclause:

12.18 On Call Allowance

- (a) Employees are paid an on-call allowance when directed to be on-call.
  - (b) When on-call Employees are required:
    - (i) to be available outside of ordinary working hours,
    - (ii) to respond to an emergency/breakdown situation in a reasonable time agreed with the Employer, and
    - (iii) to remain in a fit state, unimpaired by the effects of alcohol or drugs.
  - (c) Employees who are on-call are not required to remain at their permanent residence but must be able to be contacted immediately.
  - (d) The rate of the on-call allowance is set out at Item 19(a) of Schedule B.
  - (e) Employees who are on-call are not entitled to a disturbance allowance.
  - (f) The provisions of this clause do not apply where a Salaried Employee is already in receipt of payment representing compensation for regularly being on standby or on-call, which is paid as part of the Employee's salary or as a separate allowance.
5. Delete subclause 23.1 of clause 23. Public Holidays and replace with the following:

23.1 This section covers the following gazetted public holidays:

- (a) New Year's Day
- (b) Australia Day
- (c) Good Friday
- (d) Easter Saturday
- (e) Easter Sunday
- (f) Easter Monday
- (g) Anzac Day
- (h) Sovereign's Birthday
- (i) Labour Day
- (j) Christmas Day

- (k) Boxing Day
- (l) Proclaimed state public holidays

6. Delete subclause 29.4 of clause 29, Domestic and Family Violence and replace with the following:

#### 29.4 Leave

- (a) Full time, Part-Time, Temporary and Casual Employees experiencing domestic or family violence will have access to 20 days paid leave for domestic and family violence per calendar year to support the establishment of their safety and recovery.
- (b) Paid domestic and family violence leave will be paid at the Employee's full rate of pay: worked out in relation to the period as if:
  - (i) for Employees other than a Casual Employee, the Employee had not taken the period of leave, or;
  - (ii) for a Casual Employee, the Employee had worked the hours in the period that the employee was rostered.
- (c) Domestic and family violence leave will assist Employees to:
  - (i) attend medical, counselling, case management, legal, police and other support services relating to their experience of domestic and family violence,
  - (ii) organise alternative care or education arrangements for their children,
  - (iii) attend court and other legal proceedings relating to their experience of domestic and family violence, allow time for the employee to seek alternate or safe accommodation,
  - (iv) allow time for the employee to seek alternate or safe accommodation, and
  - (v) undertake other activities that will assist them to establish safety and recover from their experience of domestic and family violence.
- (d) Domestic and Family Violence leave will be in addition to existing leave entitlements and can be accessed without the need to exhaust other existing leave entitlements first. This leave will be non-cumulative and may be taken as part-days, single days or consecutive days.
- (e) Given the emergency context in which this leave may need to be accessed, employees can proceed to take the leave and seek approval at a later date, as soon as practicable.
- (f) When assessing applications for Domestic and Family Violence leave, the Employer needs to be satisfied on reasonable grounds that domestic and family violence occurred. The Employer may require evidence and should utilise discretion as to whether evidence, or what type of evidence is necessary to be provided and should only require evidence to support the application for domestic and family violence leave in exceptional circumstances.
- (g) An employee providing care and support may access their existing:
  - (i) Family and Community Service leave when providing care and support to a Family Member experiencing domestic or family violence.
  - (ii) Carers leave when providing care and support to a Family Member or a member of the Employees' household.  
Care and support may include but is not limited to, accompanying them to legal proceedings, counselling or appointment with a medical or legal practitioner to assist them



with relocation, caring for children or fulfilling other carer responsibilities to support the person experiencing domestic or family violence.

7. Delete paragraph 29.6(a) of clause 29, Domestic and Family Violence and replace with the following:
- (a) The Employer recognises the importance of protecting the confidentiality of Employees experiencing domestic or family violence and that a breach of confidentiality may pose a risk to the safety of the Employee and others.
8. Delete section 29.6(b)(ii)B of clause 29, Domestic and Family and replace with the following:
- B. leave accessed for the purpose of domestic and family violence leave in accordance with this clause.
9. Delete Part B, Monetary Rates, and replace with the following:

## PART B

### MONETARY RATES

**Table 1 - Salary Increases**

Classification		Current Annual Salary (\$pa)	Rates inclusive of 2.53% ffppoa 1/7/2022 (\$pa)	Rates inclusive of 4% ffppoa 1/7/2023 (\$pa)
Grade 4	Year 1	73,669	75,533	78,554
	Year 2	76,559	78,496	81,636
	Year 3	79,567	81,580	84,843
Grade 5	Year 1	82,304	84,386	87,761
	Year 2	84,960	87,109	90,593
	Year 3	86,494	88,682	92,229
Grade 6	Year 1	88,393	90,629	94,254
	Year 2	91,074	93,378	97,113
	Year 3	94,057	96,437	100,294
Grade 7	Year 1	96,231	98,666	102,708
	Year 2	99,721	102,244	106,334
	Year 3	101,657	104,229	108,398
Grade 8	Year 1	105,590	108,261	112,591
	Year 2	109,872	112,652	117,158
	Year 3	113,305	116,172	120,819

**Table 2 - Allowances and Expenses**

\* To be updated in accordance with the NSW Treasury Circulars

Clause	Description	Current Rates	From the first full pay period on or after 1 July 2023 Amount \$
12.18	On Call Allowance		\$92 per day (Mon - Fri) \$136 per day (Sat, Sun & P. Hol)
21.1(a) & (c)	Meal on journeys that do not require Overnight accommodation Meal allowance	35.25	36.72*
21.2(a)	Meals on overtime Meal allowance	31.95	33.25*
21.5(a)(ii)	Lodging and travelling allowances Breakfast Lunch Evening meal Incidentals	25.75 29.35 50.65 20.40	26.80* 30.60* 52.75* 20.40*

10. Delete the heading "GLOSSARY OF TERMS" in APPENDIX B and insert "CLASSIFICATIONS".
11. Delete APPENDIX C - GRIEVANCE MANAGEMENT PROCEDURE in its entirety.
12. This variation will take effect on and from 1 July 2023.

J. McDONALD, *Commissioner*

---

Printed by the authority of the Industrial Registrar.

# INDUSTRIAL GAZETTE

## VOLUME 395

# INDEX

---

### Key to Abbreviations Used:

(ACC)	—	<i>Award of Conciliation Commissioner/Committee.</i>
(AIC)	—	<i>Award of Industrial Commission.</i>
(AIRC)	—	<i>Award of Industrial Relations Commission.</i>
(AR)	—	<i>Award Reprint (Consolidation).</i>
(ART)	—	<i>Award of Retail Trade Industrial Tribunal.</i>
(CD)	—	<i>Contract Determination.</i>
(CORR)	—	<i>Correction.</i>
(ERR)	—	<i>Erratum.</i>
(OCC)	—	<i>Order of Conciliation Commissioner.</i>
(OIC)	—	<i>Order of Industrial Commission.</i>
(OIRC)	—	<i>Order of Industrial Relations Commission.</i>
(OIR)	—	<i>Order of Industrial Registrar.</i>
(RIRC)	—	<i>Reviewed Award.</i>
(RVIRC)	—	<i>Variation - Reviewed Award.</i>
(VCC)	—	<i>Variation by Conciliation Commissioner/Committee.</i>
(VCD)	—	<i>Variation of Contract Determination.</i>
(VIC)	—	<i>Variation by Industrial Commission.</i>
(VIR)	—	<i>Variation by Industrial Registrar.</i>
(VIRC)	—	<i>Variation by Industrial Relations Commission.</i>
(VRT)	—	<i>Variation by Retail Trade Industrial Tribunal.</i>
(VSW)	—	<i>Variation following State Wage Case.</i>

## Index

### Awards and Determinations —

Health and Community Employees Psychologists (State) Award 2023	AIRC	1
Health Employees' Administrative Staff (State) Award 2023	AIRC	10
Health Employees' Engineers (State) Award 2023	AIRC	16
Health Employees' General Administrative Staff (State) Award 2023	AIRC	21
Health Employees' Interpreters' (State) Award 2023	AIRC	24
Health Employees' Pharmacists (State) Award 2023	AIRC	28
HealthShare NSW Patient Transport Officers' (State) Award 2023	AIRC	34
NSW Health Service Health Professionals (State) Award 2023	AIRC	38
Public Hospital Medical Physicists (State) Award 2022	AIRC	54
Insurance and Care NSW Award 2022	VIRC	60
Aboriginal Health Workers' (State) Award 2023	AIRC	66
Health Employees' Computer Staff (State) Award 2023	AIRC	69
Health Employees' Dental Officers (State) Award 2023	AIRC	73
Health Employees Dental Prosthetists and Dental Technicians (State) Award 2023	AIRC	80
Health Employees' Medical Radiation Scientists (State) Award 2023	AIRC	85
Health Employees' Oral Health Therapists (State) Award 2023	AIRC	105
Health Employees' Technical (State) Award 2023	AIRC	111
Health Managers (State) Award 2023	AIRC	117
NSW Health Service Allied Health Assistants (State) Award 2023	AIRC	128
Public Hospitals Dental Assistants (State) Award 2023	AIRC	135
Public Hospital Professional Engineers' (Bio-Medical Engineers) (State) Award 2023	AIRC	139
Crown Employees (Ministerial Drivers) Award 2023	AIRC	144
Public Health Service Employees Skilled Trades (State) Award 2023	AIRC	152
Public Hospitals Library Staff (State) Award 2023	AIRC	206
Public Hospital Medical Record Librarians (State) Award 2023	AIRC	211
Public Hospital (Training Wage) (State) Award 2023	AIRC	215
Crown Employees Nurses' (State) Award 2023	AIRC	227
Public Health System Nurses' and Midwives' (State) Award 2023	AIRC	237
Crown Employees (Department of Planning and Environment - National Parks and Wildlife Service) Field Officers and Skilled Trades Salaries and Conditions 2022	VIRC	340
Crown Employees (Department of Planning and Environment) Sydney Olympic Park Authority Managed Sports Venues Award 2022	VIRC	346
Crown Employees (Police Officers - 2021) Award	VIRC	349
Parliamentary Reporting Staff (Salaries) Award	VIRC	353
City of Sydney (South Sydney) Award 2021-2024	AIRC	354
The City of Sydney Award 2022	AIRC	393
Crown Employees (Heritage Stoneworks) Wages Staff Award 2021	VIRC	458
Transport Industry - General Carriers Contract Determination 2017	VCD	462
Roads and Maritime Services Consolidated Salaried Award 2019	VIRC	464
Roads and Maritime Services School Crossing Supervisors Award 2019	VIRC	477
Roads and Maritime Services (Wages Staff) Award 2019	VIRC	482
Transport for New South Wales and Sydney Metro Salaries and Conditions of Employment Award 2022	VIRC	493
Transport Industry - General Carriers Contract Determination 2017	VCD	499
Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2023	AIRC	501
Taronga Conservation Society Australia Wages Employees' Award 2023	AIRC	517
Crown Employees (Department of Planning and Environment) Sydney Olympic Park Authority Managed Sports Venues Award 2022	AR	556
Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2022	VIRC	589

Crown Employees (NSW Department of Premier and Cabinet) - Museum of Applied Arts and Sciences Electrical Preparators Award 2022	VIRC	591
Crown Employees (Security and General Services) Award 2022	VIRC	592
Crown Employees (Transport Drivers, &c.) Award 2022	VIRC	595
Crown Employees Wages Staff (Rates of Pay) Award 2022	VIRC	597
Farm Assistants (Department of Education) Wages and Conditions Award 2022	VIRC	612
Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2022 - 2023	VIRC	614
Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust Building and Mechanical Trades Employees) Award 2022	VIRC	618
Crown Employees (Skilled Trades) Award 2022	VIRC	620
Crown Employees Conservation Field Staff Officers, (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2022	VIRC	616
Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award	VSW	628
Local Government (Electricians) (State) Award	VSW	631
Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award 2023	AIRC	633
Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2023	AIRC	882
Operational Ambulance Managers (State) Award 2023	AIRC	1088
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2022	VIRC	1121
Crown Employees (Australian Music Examinations Board (NSW) Examiners, Assessors and Chief Examiners) Award 2020	VIRC	1145
Crown Employees (New South Wales Education Standards Authority - Education Officers) Salaries and Conditions Award 2020	VIRC	1147
Crown Employees (NSW (Department of Communities and Justice Youth Justice) - 38 Hour Week Operational Staff 2023) Reviewed Award	VIRC	1150
Transport Industry - General Carriers Contract Determination 2017	VCD	1173
Transport Industry - General Carriers Contract Determination 2017	VCD	1193
Crown Employees (School Psychologists - Department of Education) Salaries Award 2022	CORR	1195
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2022	CORR	1196
Crown Employees (Skilled Trades) Award 2022	AR	1197
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2022	AR	1237
Roads and Maritime Services (Wages Staff) Award 2019	AR	1303
Health, Fitness and Indoor Sports Centres (State) Award	VIRC	1367
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award	VIRC	1368
Security Industry (State) Award	VIRC	1369
Clerical and Administrative Employees (State) Award	VSW	1370
Health, Fitness and Indoor Sports Centres (State) Award	VSW	1373
Miscellaneous Workers' - Kindergartens and Child Care Centres, &c. (State) Award	VSW	1377
Security Industry (State) Award	VSW	1380
Transport Industry (State) Award	VSW	1382
Crown Employees (Heritage Stoneworks) Wages Staff Award 2021	AR	1387
Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2022	AR	1420
Crown Employees Conservation Field Staff Officers, (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2022	AR	1441

Roads and Maritime Services School Crossing Supervisors Award 2019	AR	1469
Local Government (State) Award 2023	VIRC	1497
Crown Employees (Australian Music Examinations Board (NSW) Examiners, Assessors and Chief Examiners) Award 2020	AR	1499
Crown Employees (NSW Department of Premier and Cabinet) - Museum of Applied Arts and Sciences Electrical Preparators Award 2022	AR	1512
Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust Building and Mechanical Trades Employees) Award 2022	AR	1518
Crown Employees Wages Staff (Rates of Pay) Award 2022	AR	1529
Insurance and Care NSW Award 2022	AR	1551
Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2022 - 2023	AR	1621
Taronga Conservation Society Australia Salaried Employees Award	AR	1643
Roads and Maritime Services (Traffic Signals Staff) Award 2019	VIRC	1670

Obsolete Awards —

South Sydney City Council Salaried Officers Award 2017	225
South Sydney City Council Wages Staff Award 2017	226

Enterprise Agreements Approved by the Industrial Relations Commission	143
---	-----