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NEW SOUTH WALES
INDUSTRIAL GAZETTE

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**CROWN EMPLOYEES (NSW DEPARTMENT OF COMMUNITIES
AND JUSTICE - COMMUNITY SERVICES DIVISION) AFTER
HOURS SERVICE AWARD 2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135914 of 2019)

Before Chief Commissioner Kite

13 August 2019

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
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PART B

MONETARY RATES

Table 1 - Rates of Pay

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2. Title

This award shall be known as the Crown Employees (NSW Department of Communities and Justice - Community Services Division) After Hours Service Award 2019.

3. Definitions

"Act" means the NSW *Industrial Relations Act* 1996 and its Regulations.

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

"Department" means the NSW Department of Communities and Justice - Community Services Division.

"Disturbance Rate" means a rate paid to a rostered officer who the District Director has determined need only be contactable and able to respond to after hours calls out of hours wherever possible.

"Officer" means all persons permanently or temporarily employed under the provisions of the *Government Sector Employment Act 2013* and who, on or after the operative date of this Award, are employed within the NSW Department of Communities and Justice - Community Services Division.

"On Call Rate" means a rate paid to the rostered officer who the District Director has determined must be available for the rostered period to receive after hours calls out of ordinary hours and be able to respond.

"District" means a geographical area defined as a District for the purpose of the Department's operations outside of the Greater Sydney Metropolitan area.

"Rostered Officer" means an officer who has volunteered to be rostered on-call or on a disturbance basis to provide after hours services.

4. Rostering Arrangements

On-call -

4.1 An officer may be rostered on-call or disturbance for a minimum of one day. An officer shall not be rostered for part of a day, except where there are insufficient volunteers to permit otherwise.

4.2 For the purposes of subclause (i) of this clause, one day shall mean:

5.00 p.m. to 9.00 a.m. the following day on Monday to Saturday;

9.00 a.m. Saturday to 9.00 a.m. Sunday; and

9.00 a.m. Sunday to 9.00 a.m. Monday.

Provided that where normal closing time in the locality concerned is a time other than 5.00 p.m., then that time will be substituted for 5.00 p.m. in the above provision and where the normal opening time in the locality is a time other than 9.00 a.m. then that time may be similarly substituted.

4.3 An officer rostered on-call for seven consecutive days shall not be required to work a similar roster for a period of at least six weeks. In any event, such an officer shall not be required to work a similar roster for a period of three weeks.

4.4 Rostering arrangements shall be determined by the District Director in consultation with affected officers and having regard to the availability and training of those officers who have volunteered to be placed on roster. Such arrangements should also have regard to particular local geographical concerns and travelling distances involved in responding to a crisis call.

4.5 A rostered officer may withdraw from the service at any time but wherever possible, such officer should provide at least two weeks notice of their intention to do so. The District Director may terminate the roster of an officer by consultation at any time but should provide similar notice.

4.6 A District Director may vary the roster with at least two weeks notice except when unusual and unforeseen circumstances arise, in which case the roster may be varied with less than two weeks notice.

4.7 Disturbance - An officer rostered on a disturbance basis may be so rostered for any period as determined by the District Director.

4.8 The arrangements in subclause (4.7) are limited to the extent that no such officer shall be rostered for part of a day.

- 4.9 For the purposes of subclause (4.8) of this clause, the meaning of "a day" shall be the same as that prescribed for officers rostered on-call.
- 4.10 The conditions relating to termination or variation of rostering arrangements shall be the same as those relating to officers appointed to be on-call.
- 4.11 General – In each District covered by this Award there shall be a minimum of two officers rostered on-call or on a disturbance basis.

In any situation where an officer responds to a call-out that officer shall determine whether another officer shall attend the call-out provided that the parties to the award recognise generally the desirability of having two officers attend the call-out in crisis situations.

5. Rates for After Hours Service

- 5.1 The rates and conditions of all officers who are rostered either on-call or on a disturbance basis are as set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 5.2 Disturbance - A disturbance rate is payable of an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- 5.3 An officer in receipt of the disturbance rate shall be entitled to the on-call rate in the event that an after hours call is received which requires a call out. Such adjustment shall be in substitution of the disturbance rate and will only be made on a daily basis.
- 5.4 The on-call and disturbance rates shall be adjusted from time-to-time in line with adjustments in salaries of Caseworkers.

6. Contactability

- 6.1 On-call - wherever possible, the Department shall supply a mobile phone to a rostered officer. A rostered officer must remain near the mobile phone or private telephone which must remain switched on. A rostered officer shall be available to answer calls personally and must not utilise an answering machine.
- 6.2 Disturbance - the officer must make available a telephone number and/or mobile telephone number, which must be a number on which he/she can normally be contacted while on the roster. Where it is reasonable to do so, the officer will answer a call immediately.
- 6.3 Where a rostered officer is not supplied with a mobile phone, he/she shall be reimbursed for the rental costs associated with their private telephone and all costs incurred with calls made from that phone associated with a crisis.
- 6.4 A rostered officer must contact the District Director immediately it becomes known that the officer shall be unavailable for rostered duty.

7. Response to Crisis Calls

Where a rostered officer seeks the assistance of a co-worker other than another rostered officer for the purposes of responding to a call, such co-worker shall be paid overtime on the basis set out in clause 9 Overtime, and if required to utilise their private vehicle shall be paid at the rate specified in clause 8, Use of Departmental Vehicles.

8. Use of Departmental Vehicles

- 8.1 An officer rostered on-call shall be provided with a Departmental vehicle for the whole of the period that he/she is so rostered. The Departmental vehicle may be used for private purposes and such usage shall be limited to travel within the particular District that is serviced by the rostered officer.

- 8.2 The private usage of Departmental vehicles referred to in subclause (8.1) shall not apply to officers who are rostered on a disturbance basis.
- 8.3 Where it is necessary for any rostered officer to utilise a private vehicle in response to an after hours call, the "Casual Rate" from the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as varied from time to time, shall apply or such other rate as may be prescribed by an award applying generally to Public Servants.

9. Overtime

- 9.1 The rates set out in clause 5, Rates for After Hours Service, include compensation for time taken to receive calls advising of a possible crisis situation, and where an officer is not able or obliged to respond to a call in person, the time taken to make calls arranging for another officer or person to respond. All other time spent in the performance of work in response to a crisis call shall be paid for as set out hereunder:
- (a) for all overtime worked before the usual commencing time, and after the usual ceasing time 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 until relieved from duty;
 - (b) for 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;
 - (c) for all overtime on a Sunday at the rate of double time;
 - (d) for all overtime worked on a Public Holiday at the rate of double time and a half, i.e., ordinary rates and a half in addition to salary;
 - (e) An officer shall be paid a minimum of four hours at the appropriate penalty rate for each call responded to, provided that where the period of work commences within the minimum payment period for a previous response, payment shall be calculated as if the officer had been continuously engaged on overtime from the commencement of work on the first call until the expiry of the minimum four-hour period on the last call or completion of work on the last call, whichever is the later. Provided that the rate upon which the overtime rate is later calculated shall not exceed Clerk Grade 6 of the Crown Employees (Public Sector - Salaries 2016) Award.
- 9.2 Where an officer responds to a call the officer shall have at least eight consecutive hours off between the end of work on the last such call and the commencement of normal duty. If on the instruction of the Department the officer resumes or continues work without having had such eight consecutive hours off duty the officer shall be paid at double rates until the Officer is released from duty for such period and the officer shall then be entitled to be absent until the officer has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10. Selection Criteria and Process

- 10.1 The District Director shall advise all officers in the Region of any proposal to introduce an on call or disturbance roster, including the proposed details of the roster and shall call for expressions of interest from staff who volunteer to participate as a rostered officer as necessary.
- 10.2 The District Director shall ensure that an assessment of the rostered officer's capacity to respond to after hours calls in relevant programme areas is carried out before the officer is rostered for duty.

11. Training

The District Director shall ensure that all officers who volunteer to participate in the after hours service are provided with any training necessary to respond effectively to calls received in relevant programme areas.

12. Anti-Discrimination

- 12.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the NSW *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.
- 12.2 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.
- 12.3 Under the NSW *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.
- 12.4 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 NSW *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 12.5 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.

NOTES:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the NSW *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."

13. Grievance and Dispute Settling Procedures

- 13.1 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.
- 13.2 An officer 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.
- 13.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the NSW *Anti Discrimination Act 1977*) that makes it impractical for the officer 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.
- 13.4 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.

- 13.5 If the matter remains unresolved with the immediate manager, the officer 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 officer may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 13.6 The Department Head may refer the matter to the Secretary, Department of Premier and Cabinet for consideration.
- 13.7 If the matter remains unresolved, the Department Head shall provide a written response to the officer 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.
- 13.8 An officer, at any stage, may request to be represented by the Association.
- 13.9 The officer or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 13.10 The officer, Association, Department and Secretary, Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 13.11 Whilst the procedures outlined in subclauses 13.1 to 13.10 are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any officer or member of the public.

14. Area, Incidence and Duration

This award shall apply to officers employed as Managers Client Services, Managers Casework, Caseworkers, Senior Practitioners and Casework Specialists who volunteer to be placed on an On-Call or Disturbance Roster for the provision of an after hours service in the District.

The officers regulated by this award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, its Regulation and Rules, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2019) Award or any awards replacing these awards.

This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and varies the Crown Employees (NSW Department of Family and Community Services - Community Services Division) After Hours Service Award published 21 October 2016 (380 I.G. 1082) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) and take effect on and from 13 August 2019.

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

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

Classification	Amount from first full pay period to commence on or after 1 July 2019 \$
Monday 5.00 pm to Saturday 9.00 am	106.99 per day
Saturday 9.00 am to Sunday 9.00 am	160.48 per day
Sunday 9.00 am to Monday 9.00 am	160.48 per day
Public Holiday	160.48 per day

Table 2 - Other Rates and Allowances

Item No	Clause No.	Amount from first full pay period to commence on or after 1 July 2019 \$
1	5.2 Disturbance Rate	32.05 per day

P. M. KITE, *Chief Commissioner*

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CROWN EMPLOYEES SOUND REPORTERS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135349 of 2019)

Before Chief Commissioner Kite

29 August 2019

REVIEWED AWARD**PART A - INTRODUCTION, INTENTIONS AND COMMITMENTS, PARTIES,
ARRANGEMENT AND DEFINITIONS****1. Arrangement****PART A - INTRODUCTION, INTENTIONS AND
COMMITMENTS, PARTIES, ARRANGEMENT
AND DEFINITIONS**

Clause No. Subject Matter

1. Arrangement
2. Introduction, Intentions and Commitments, Parties
3. Definitions

**PART B - ARRANGEMENTS FOR SALARY AND
CLASSIFICATION LEVELS**

4. Salary and Classification Levels for Multi-Skilled Reporters and Sound Reporters Dual Remote
5. Competencies required of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote.
6. Progression of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote
7. Variation of Employment Conditions
8. Benefits and Efficiencies

PART C - TECHNOLOGICAL CHANGES

9. Response to Technological Changes

**PART D - DISPUTE RESOLUTION, ANTI-
DISCRIMINATION, Workplace HEALTH AND
SAFETY, INCIDENCE AND DURATION**

10. Grievance and Dispute Settling Procedures
11. Anti-Discrimination
12. Workplace Health and Safety
13. Crown Employees (Conditions of Employment) Award 2009 to Apply
14. Area, Incidence and Duration

2. Introduction, Intentions and Commitments, Parties

- 2.1 This Award shall be known as the "Crown Employees (Sound Reporters) Award".
- 2.2 The intentions and commitments of this Award are to:
- 2.2.1 Provide a link between the competencies and the salaries of employees being trained for and holding the positions of Multi-Skilled Sound Reporter and Sound Reporter Dual Remote.
- 2.2.2 Provide the competencies, which must be held by each employee in order to progress through the classification structure.
- 2.3 The parties to this Award are the Department of Communities and Justice (Courts, Tribunal and Service Delivery Division), the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.4 This Award shall be in four parts as follows:
- Part A - Introduction, Intentions and Commitments, Parties, Arrangement and Definitions
- Part B - Arrangements for Salary and Classification Levels
- Part C - Technological Changes
- Part D - Dispute Resolution, Anti-Discrimination, Workplace Health and Safety, Incidence and Duration.

3. Definitions

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

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

"Competencies" means the list of skills which must be possessed by the individual at the time of recruitment or acquired during the training period.

"Continuous Monitoring" means the actual recording of proceedings before two or more Courts or Tribunals simultaneously. "Micro pauses" form part of the continuous period.

"Department" means the Department of Communities and Justice (Courts, Tribunals and Service Delivery Division)

"Departmental standards" means the standards agreed to by the Department and the Association which form the basis for the production of transcript and monitoring and logging of proceedings.

"PSC" means the Public Service Commission, as established under the *Government Sector Employment Act 2013*.

"Log Notes" means the written or electronic record of the progress of proceedings.

"Monitoring" means to record the proceedings.

"Multi-Skilled Sound Reporter" means a reporter trained and able to perform the duties of both monitoring and logging court proceedings and transcribing court proceedings.

"Recruitment" means merit based recruitment in accordance with the provisions of the *Government Sector Employment Act 2013*.

“Remote Monitoring” means records from two or more court proceedings from a location outside the courtroom and monitors and logs to ensure that the transcription of proceedings meets Departmental Standards

"Reporting Services Branch" means a business centre of the Department of Communities and Justice.

"Sound Reporter Dual Remote" means a Multi-Skilled Sound Reporter who accurately records two or more court proceedings from a location outside the courtroom and monitors and logs to ensure that the transcription of proceedings meets Departmental Standards.

"Sound Reporter (monitor)" means a sound reporter who is trained and able to perform the duty of monitoring and logging court proceedings only.

"Sound Reporter (typist)" means a sound reporter who is trained and able to perform the duty of transcribing court proceedings only.

"Trainee Multi-Skilled Sound Reporter" means a temporary member of staff under a contract of employment who has gained a position as a result of recruitment action and is undergoing training in both monitoring and logging of court proceedings and the transcription of court proceeding.

"Transcribe" means to produce a typed record of recorded proceedings.

PART B - ARRANGEMENTS FOR SALARY AND CLASSIFICATION LEVELS

4. Salary and Classification Levels for Multi- Skilled Reporters and Sound Reporters Dual Remote

4.1 The following salary and classification structure will apply to those persons who are successful in being employed to the following positions:

Classification Level	Year	From first pay period on or after 1/7/2019 \$
Trainee Multi-Skilled Sound Reporter	1	64,779
Multi-Skilled Sound Reporter	2	68,543
Multi-Skilled Sound Reporter	3	70,425
Multi-Skilled Sound Reporter	4	72,418
Multi-Skilled Sound Reporter	5	74,603
Sound Reporter Dual Remote		76,931

4.2 All salary rates will be set by the Crown Employees (Public Sector - Salaries 2019) Award and any variation or replacement award. The rates contained in subclause 4.1 equate to those of Clerk, Grade 1, first year of service, Clerk Grades 2 to 3, and Clerk Grade 4, first year of service, of the Administrative and Clerical Officers - Salaries schedule of that Award.

4.3 These salary rates will be used to determine superannuation employer contributions made to each employee under this Award.

5. Competencies Required of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote

5.1 The following competencies must be met by Trainee Multi-Skilled Reporters to be eligible for appointment as a Multi-Skilled Sound Reporter. Upon completion of training and having met the following required competencies, permanent appointment will be confirmed:

5.1.1 Keyboard typing at fifty words per minute with ninety eight percent accuracy.

5.1.2 English literacy skills including punctuation, grammar and spelling with seventy five percent accuracy.

5.1.3 Satisfactorily transcribe five minutes from live court proceedings.

- 5.1.4 Undertake operation of in-court recording equipment to Departmental standards.
 - 5.1.5 Keep monitoring log notes to Departmental standards.
 - 5.1.6 Produce transcription production to Departmental standards.
 - 5.1.7 Demonstrate satisfactory conduct and services including the ability to work in a team, the ability to work in a high volume and demanding environment and the ability to follow reasonable instructions.
- 5.2 Trainee Multi-Skilled Sound Reporters who are able to demonstrate all the competencies listed in subclause 5.1 of this Award, at the conclusion of the training period, will be appointed as Multi-Skilled Sound Reporter Year 2, in accordance with subclause 4.1 of this Award.
- 5.3 In addition to the competencies to be met for the position of Multi-Skilled Sound Reporter, listed in subclause 5.1 of this Award, the following competencies must be met to qualify for appointment to the position of Sound Reporter Dual Remote:
- 5.3.1 Demonstrated ability to monitor proceedings in two or more courts simultaneously while maintaining concentration over protracted periods of time subject to the provisions of Clause 12 of this Award.
 - 5.3.2 Demonstrated superior knowledge of court room procedure.
 - 5.3.3 Demonstrated ability to work in isolation whilst monitoring and transcribing.
 - 5.3.4 Demonstrated ability to understand diverse voices, accents, languages, and meanings in the court.
 - 5.3.5 Demonstrated ability to work in the limited confines of a remote booth while maintaining physical dexterity.
- 5.4 Other competencies may be added to the position of Sound Recorder Dual Remote by agreement between the Department and the Association as the position of Sound Reporter Dual Remote evolves.

6. Progression of Multi-Skilled Sound Reporters and Sound Reporters Dual Remote

- 6.1 Progression through Years 2 to 5 as shown in subclause 4.1 of this Award will be incremental and dependent upon satisfactory performance and conduct.
- 6.2 Incremental progression will be in accordance with the Government Sector Employment Regulation 2014.
- 6.3 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 1 at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 2, as set down in subclause 4.1 of this Award.
- 6.4 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 2 and being paid at the maximum rate at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 4, as set down in subclause 4.1 of this Award.
- 6.5 Multi-Skilled Sound Reporters employed by the Department as Clerk Grade 2 and being paid at the minimum rate at the time this Award takes effect will automatically progress to Multi-Skilled Sound Reporter Year 3, as set down in subclause 4.1 of this Award.
- 6.6 Employees of the Department who are qualified as Multi-Skilled Sound Reporters will be eligible to apply for the advertised positions of Sound Reporter Dual Remote. Multi-Skilled Sound Reporters will only progress to this level upon merit based appointment.
- 6.7 Applications for the positions of Sound Reporter Dual Remote will be on a voluntary basis.

- 6.8 External applicants may also apply and be recruited by the Department to be trained for the position of Sound Reporter Dual Remote. The Department will invite applications internally in the first instance in any recruitment process. Where the Department is unable to attract a sufficient field of applicants for the positions of Sound Reporter Dual Remote, external recruitment will proceed. Successful external applicants for the position of Sound Reporter Dual Remote will be eligible for temporary appointment at Year 1 as set down in subclause 4.1 of this Award. Upon completion of training and having attained all the required competencies set down in this Award, remuneration will be at the level of Sound Reporter Dual Remote.

7. Variation of Employment Conditions

- 7.1 Subject to the satisfactory conduct and performance of duties, the Department will not take any action to vary the employment of a Multi-Skilled Sound Reporter whilst there remains work to be performed which is associated with the duties of the Multi-Skilled Sound Reporter position. If the situation occurs where the work to be performed by a Multi-Skilled Sound Reporter no longer remains, the Department will follow the prevailing policies and procedures.
- 7.2 The Department may vary the location of the employment of Multi-Skilled Sound Reporters on a needs basis and in accordance with the agreed terms of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and other applicable industrial instruments.
- 7.3 Any internal applicant who is appointed to the position of Sound Reporter Dual Remote on the basis of competitive merit selection may return to their position which they occupied immediately before being appointed to a Sound Reporter Dual Remote at their request immediately if made within one month of their appointment.
- 7.4 Any appointee returning to their former position in accordance with subclause 7.3 of this Award will return to the grade and salary level which applied to them immediately before being appointed to the Sound Reporter Dual Remote position.

8. Benefits and Efficiencies

- 8.1 It is acknowledged by all parties to this Award that the following benefits and efficiencies will be achieved as a result of the effect of this Award:
- 8.1.1 Ability to convert Multi-Skilled Sound Reporter positions to Sound Reporter Dual Remote positions.
- 8.1.2 Reduction in the use of private contractors to undertake the work performed by staff covered by this Award
- 8.1.3 Improved staff skill development.
- 8.1.4 Creation of a progressive career path for employees.
- 8.1.5 Implementation of new technology.

PART C - TECHNOLOGICAL CHANGES

9. Response to Technological Changes

- 9.1 Technological change affects directly the service provided by the Reporting Services Branch ("RSB"), including the way the business is conducted, the scope and number of positions providing the service and the manner in which work is organised. It is vital to the ongoing success of RSB that opportunities presented by technology be identified and introduced continually. To enable this, Parties to this Award agree to:
- 9.1.1 In consultation with the Association, review the business whenever significant technological change occurs.

- 9.1.2 The review process will take into account the changes technology has brought to the business and the probable changes that technology may bring about in the next two year period.
- 9.1.3 Continually evaluate emerging technology and work practices in consultation with the Association, with a view to implementing these throughout the business.
- 9.1.4 Regular benchmarking exercises will be conducted to ensure that best practice in the delivery of reporting services is attained, consistent with the objectives of subclause 9.1.3.

PART D - DISPUTE RESOLUTION, ANTI-DISCRIMINATION, WORKPLACE HEALTH AND SAFETY, INCIDENCE AND DURATION

10. Grievance and Dispute Settling Procedures

- 10.1 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.
- 10.2 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.
- 10.3 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 Agency Head or delegate.
- 10.4 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.
- 10.5 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 Agency Head.
- 10.6 The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- 10.7 If the matter remains unresolved, the Agency 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.
- 10.8 A staff member, at any stage, may request to be represented by the Association.
- 10.9 The staff member or the Association on their behalf, or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 10.10 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.
- 10.11 Whilst the procedures outlined in subclauses 10.1 to 10.10 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 occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

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, age and responsibilities as a carer.
- 11.2 It follows that in fulfilling their obligations under clause 10 of 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 an application to vary any provision of this Award, which by its terms or operation, has direct or indirect 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 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) and/or a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 11.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

NOTES

- (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (ii) Section 56(d) of the *Anti-Discrimination Act 1997* 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."

12. Workplace Health and Safety

- 12.1 Subject to the outcome of any workplace health and safety risk assessment, the Department and the Association agree that a Sound Reporter Dual Remote is entitled to a break of two hours from continuous monitoring after four hours of continuous monitoring.
- 12.2 During the break from continuous monitoring referred to in subclause 12.1, a Sound Reporter Dual Remote may be deployed to perform other duties at the direction of the Department subject to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

13. Crown Employees (Public Service Conditions of Employment) Award 2009 to Apply

The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 will apply to this award. In the event of corresponding clauses the Crown Employees (Tipstaves to Justices) Award will supersede the Crown Employees (Public Service Conditions of Employment) Award 2009.

14. Area, Incidence and Duration

- 14.1 This award will apply to Sound Reporters employed by the Department of Communities and Justice (Courts, Tribunals and Service Delivery Division)
- 14.2 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Crown Employees Sound Reporters Award published 21 October 2016 (380 I.G. 1526), as varied.
- 14.3 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 29 August 2019.
- 14.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PUBLIC SERVICE TRAINING WAGE) REVIEWED AWARD 2008

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 134210 of 2019)

Before Chief Commissioner Kite

22 August 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Application
3.	Objective
4.	Definitions
5.	Training Conditions
6.	Employment Conditions
7.	Wages
8.	Part-time Traineeships
9.	School-based Traineeships
10.	Wage Rates for Part-time and School-based Traineeships
11.	Grievance and Dispute Settling Procedures
12.	Anti-Discrimination
13.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Full-time Weekly Wage Rates

Table 2 - Hourly Wage Rates

Appendix A - Skill Levels

PART A

1. Title

This award shall be known as the Crown Employees (Public Service Training Wage) Reviewed Award 2008.

2. Application

- (a) This award applies to persons who are undertaking an approved traineeship and is to be read in conjunction with the *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2014* and any relevant industrial instrument.

- (b) The terms and conditions of any relevant industrial instrument apply, except where inconsistent with this award.
- (c) This award does not apply to employees who were employed under any industrial instrument prior to the date of approval of a traineeship relevant to the agency, except where agreed upon between the agency head and the relevant union(s).
- (d) This award does not apply to the apprenticeship system.

3. Objective

The objective of this award is to assist with the establishment of a system of approved traineeships that provide nationally recognised training in conjunction with employment in order to enhance the skill levels and future employment prospects of trainees, particularly young people, and the long-term unemployed.

The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees will be displaced from employment by trainees.

This award does not replace the prescription of training requirements in any relevant industrial instrument.

4. Definitions

"Agency" means a Public Service agency, as listed in Schedule 1 of the *Government Sector Employment Act 2013*.

"Agency head" means a person who is the Secretary of a Department or the head of a Public Service agency listed in Schedule 1 of the *Government Sector Employment Act 2013*.

"Approved Traineeship" means a traineeship arrangement applicable to a group or class of employees or to an industry or sector of an industry or enterprise by agreement between the parties under the terms of this award. Approved traineeships include full-time, part-time and school-based traineeships and are defined by the provisions of the *Apprenticeship and Traineeship Act 2001*.

"Approved Training Course or Training Program" means the training course or training program identified in the Vocational Training Order of a recognised traineeship vocation.

"Appropriate State Legislation" means the *Apprenticeship and Traineeship Act 2001* or any successor legislation.

"Diploma Level Trainee" means a trainee undertaking a Diploma Level Traineeship under a Vocational Training Order. The trainee will work towards the gaining of a nationally recognised Diploma as identified in the relevant Industry Training Package. Trainees undertaking a Diploma Level Traineeship under the Vocational Training Order of Information Technology should have completed Certificates III and IV of the traineeship vocation of Information Technology before commencing a traineeship at Diploma Level. Trainees undertaking the Diploma Level Traineeship in Information Technology may also be known as Cadets.

"Parties to an Approved Traineeship" means the Industrial Relations Secretary, Secretary and the relevant union involved in the consultation, negotiation and agreement of an approved traineeship arrangement.

"Recognised Traineeship Vocation" means a vocation that is the subject of an order in force under section 5 of the *Apprenticeship and Traineeship Act 2001*.

"Relevant Industrial Instrument" means an award or enterprise agreement that applies to a trainee, or that would have applied but for the operation of this award. The definition also applies to a former industrial agreement or determination made pursuant to section 52 of the *Government Sector Employment Act 2013* or under any relevant provisions of the Act or its predecessors.

"Relevant Union" means a union which is party to a relevant industrial instrument and which is entitled to enrol the trainee as a member.

"School-based Trainee" is a student enrolled in the Higher School Certificate, or equivalent qualification, who is undertaking a traineeship which forms a recognised component of their Higher School Certificate or, where permitted, their School Certificate curriculum, and is endorsed by Training Services NSW and the New South Wales Board of Studies, Teaching and Educational Standards.

"Training" Services NSW" is the New South Wales Department of Education.

"Trainee" means an employee who is signatory to the training contract registered with Training Services NSW. The trainee is bound by the training contract and employed in terms of Part 4, Division 5, clause 43 of the *Government Sector Employment Act 2013*. The trainee is involved in paid work and structured training that may be on or off the job.

"Training" for the purposes of this award means training directed at the achievement of key competencies required for successful participation in the workplace (e.g. literacy, numeracy, problem-solving, teamwork, using technology) and an Australian Qualification Framework Certificate Level I and/or an Australian Qualification Framework Certificate Level II or above.

"Training Contract" means a contract made subject to the terms of this award between an agency head and the trainee for a traineeship which is registered with Training Services NSW, under the provisions of the *Apprenticeship and Traineeship Act 2001*. A training contract is made in accordance with the relevant Vocational Training Order and does not operate unless this condition is met.

"Training Plan" means a plan prepared in accordance with the relevant Vocational Training Order indicating the arrangements for the provision of training agreed to by the agency head and the registered training organisation, and the qualification to be awarded to the trainee. The training plan is lodged with the training contract and the application to establish the traineeship with Training Services NSW.

"Vocational Training Order" means an order in force under section 6 of the *Apprenticeship and Traineeship Act 2001* that sets out the terms and conditions of a recognised traineeship vocation. The Vocational Training Order includes details of the term, probationary period, qualifications and other training as appropriate. Training Services NSW must consult with the relevant union(s) before making a Vocational Training Order.

5. Training Conditions

- (a) The trainee must undertake an approved training course or training program prescribed in the training contract and training plan and outlined in the vocational training order or as notified to the trainee by Training Services NSW.
- (b) Prior to the commencement of the trainee, the relevant training contract, made in accordance with a relevant vocational training order, must be signed by the agency head and the trainee and lodged, with the training plan, for registration with Training Services NSW. If the training contract is not in a standard format, the trainee cannot commence until the training contract has been registered with Training Services NSW.
- (c) The agency head must ensure that the trainee is permitted to attend the approved course or program provided for in the training contract and training plan and must ensure that the trainee receives the appropriate on-the-job training.
- (d) The agency head must provide a level of supervision in accordance with the training contract and training plan during the traineeship period.
- (e) The agency head agrees that officers of Training Services NSW will monitor the training contract and training plan and that training records or workbooks may be utilised as part of this monitoring process.
- (f) Training is directed at the achievement of competencies as specified in the relevant vocational training order.

6. Employment Conditions

- (a)
- (i) A trainee is engaged as a full-time employee for a maximum of two years' duration, subject to a satisfactory probation period of up to one month that may be reduced at the discretion of the agency head.
 - (ii) A trainee/cadet undertaking a traineeship at Diploma Level is engaged as a full-time employee for a nominal period of 12 months, or until achievement of the relevant competencies that will qualify the trainee/cadet for specialist qualifications established at Diploma Level by the relevant training package.
 - (iii) By agreement in writing, and with the consent of Training Services NSW, the agency head and the trainee may vary the duration of the traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the vocational training order.
 - (iv) If the trainee completes the approved training course or training program earlier than the time specified in the training contract, then the traineeship may be concluded by mutual agreement by application to Training Services NSW under the provisions of the *Apprenticeship and Traineeship Act 2001*.
 - (v) Unless Training Services NSW otherwise directs, the maximum duration for a part-time traineeship is 36 months.
- (b) The training contract can only be terminated by application to Training Services NSW under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (c) The trainee will be permitted to be absent from work without loss of continuity of employment or wages to attend the training in accordance with the training contract and training plan.
- (d) If the employment of a trainee by an agency head is continued after the completion of the period, such period is counted as service for the purposes of any relevant industrial instrument or any other legislative entitlements.
- (e)
- (i) The training contract may restrict the circumstances under which the trainee may work overtime and shift work in order to ensure that the training program is successfully completed.
 - (ii) A trainee is not to work overtime or shift work on their own unless consistent with the provisions of the relevant industrial instrument.
 - (iii) A trainee is not to work shift work unless the parties to an approved traineeship are satisfied that shift work makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work trainees.
 - (iv) The trainee wage is the basis for the calculation of overtime or shift penalty rates prescribed by the relevant industrial instrument, unless otherwise agreed by the parties to an approved traineeship. If the relevant industrial instrument makes specific provision for a trainee to be paid at a higher rate, then the higher rate applies.
- (f) All other terms and conditions of the relevant industrial instruments apply unless specifically varied by this award.
- (g) All conditions of employment applying to temporary employees under the *Government Sector Employment Act 2013*, other than those specified in this award, apply to trainees.

- (h) A trainee who fails to either complete the traineeship or who cannot for any reason be placed in full-time employment with the agency on successful completion of the traineeship is not entitled to any severance payments.

7. Wages

- (a)
- (i) The weekly wages payable to trainees are as provided in Table 1 - Full-time Weekly Wage Rates, of Part B, Monetary Rates.
 - (ii) These wages will only apply to trainees while they are undertaking an approved traineeship which includes an approved training course or training program as defined in this award.
 - (iii) The wage rates prescribed by this clause do not apply to complete trade level training covered by the apprenticeship system.
 - (iv) The rates of pay in this award include the adjustments payable under the State Wage Case 2015. These adjustments may be offset against any equivalent over-award payments and/or award wage increases since 29 May 1991 other than safety net, State Wage Case, and minimum rates adjustments.
 - (v) The rates in this award recognise the 2015 Fair Work Commission's Annual Wage Review Decision and are paid in settlement of any claim for increased wages should these Decisions be adopted for the purposes of this award under the *Industrial Relations Act 1996*.
 - (vi) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2019) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B – Monetary Rates of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2019) Award or any award replacing it.
- (b) Appendix A to Part B, Monetary Rates, sets out the general skill levels for traineeships. The determination of the appropriate skill level for each approved traineeship is based on the following criteria:
- (i) any agreement of the parties;
 - (ii) the nature of the industry;
 - (iii) the total training plan;
 - (iv) recognition that training can be undertaken in stages; and
 - (v) the exit skill level in the relevant industrial instrument contemplated by the training contract.
- If the parties disagree with such determination, any party to the award may seek to have the matters in dispute determined by the Industrial Relations Commission of New South Wales.
- (c) For the purposes of this award, "out of school" refers only to periods out of school beyond Year 10, and is deemed to:
- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
 - (ii) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
 - (iii) not include any period during a calendar year in which a year of schooling is completed;

- (iv) have effect on an anniversary date, being 1 January in every year.
- (d) For the purposes of this award, any person leaving school before completing Year 10 is deemed to have completed Year 10.
- (e) At the conclusion of the traineeship, this award ceases to apply to the employment of the trainee and the relevant industrial instrument applies to the former trainee.

8. Part-Time Traineeships

- (a) Trainees who undertake traineeships on a part-time basis work less than full-time ordinary hours and undertake the approved training course or training program at the same or lesser training time than a full-time trainee.
- (b) A part-time trainee receives, on a pro rata basis, all employment conditions applicable to a full-time trainee. All the provisions of this award apply to part-time trainees except as specified in this clause.
- (c) A part-time trainee may, by agreement, transfer to a full-time traineeship position if one becomes available.
- (d) The minimum daily engagement periods specified in the relevant industrial instrument are also applicable to part-time trainees.

If there is no provision for a minimum daily engagement period in the relevant industrial instrument applying to part-time employees, then the minimum start is three continuous hours. By agreement, a part-time trainee may work a minimum start of two continuous hours, on two or more days per week, provided that:

- (i) a two-hour start is sought by the trainee to accommodate the trainee's personal circumstances; or
- (ii) the place of work is within a distance of five kilometres from the trainee's place of residence.

9. School-Based Traineeships

- (a) School-based trainees undertake traineeships on a part-time basis in accordance with the requirement to balance their school and work commitments. The agency head must set hours of work consistent with the trainee's obligation to attend school.
- (b) School-based trainees are not required to attend work during the interval starting four weeks prior to the commencement of the final year Higher School Certificate Examination period and ending upon the completion of the trainee's last HSC examination paper.
- (c) School-based trainees must not work on their own.
- (d) For the purposes of this award, a school-based trainee becomes either a full-time or part-time trainee as at 1 January of the year following the year in which they ceased to be a school student.

10. Wage Rates for Part-Time and School-Based Trainees

Weekly Wage Rates

- (a) The wage rate calculation is based on the full-time wage rate varied by the amount of training and/or the amount of work over the period of the training contract. The formula is:

$$\text{Weekly Wage} = \frac{\text{Full-time wage rate} \times (\text{trainee hours} - \text{average weekly training time})}{28}$$

Note: 28 in the above average formula represents 35 ordinary full-time hours minus the average training time for full-time trainees (i.e. 20%). The formula will be adjusted if the relevant industrial instrument

specifies different ordinary full-time hours. For example, if the ordinary weekly hours are 38, 30.4 will replace 28.

- (b) "Full-time wage rate" means the appropriate rate as set out in Table 1 - Full-time Weekly Wage Rates, of Part B, Monetary Rates.
- (c) "Trainee hours" are the hours worked per week including the time spent in the approved course or program. For the purposes of this definition, the time spent in the approved course or program may be taken as an average for that particular year of the traineeship.
- (d) "Average weekly training time" is based upon the length of the traineeship specified in the training contract. The formula is:

$$\text{Average weekly training time} = \frac{7 \times 12}{\text{Length of the traineeship in months}}$$

Note 1: 7 in the above formula represents the average weekly training time for a full-time trainee whose ordinary hours are 35 per week. The formula will be adjusted if the relevant industrial instrument specifies different ordinary weekly hours. For example, where the ordinary weekly hours are 38, 7.6 will replace 7.

Note 2: The parties note that the training contract will require a trainee to be employed for sufficient hours to complete all requirements of the recognised traineeship vocation, including the on-the-job work component and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

Example of the calculation for the wage rate for a part-time traineeship:

A school student commences a traineeship in Year 10. The ordinary hours of work in the relevant industrial instrument are 35. The training contract specifies two years (24 months) as the length of the traineeship.

$$\text{Average weekly training time is therefore } \frac{7 \times 12}{24} = 3.5 \text{ hours}$$

"Trainee hours" total 15 hours, made up of 11 hours work over two days of the week plus 1½ hours on-the-job training plus 2½ hours off-the-job approved training at school and at TAFE.

So the wage rate in Year 10 is:

$$\frac{\$290.80 \times (15 - 3.5)}{28} = \$119.44 \text{ plus any applicable penalty rates under the relevant industrial instrument}$$

The wage rate varies when the student completes Year 10 and passes the anniversary date of 1 January the following year to begin Year 11 and/or if "trainee hours" changes.

Hourly Wage Rates

Due to the variation in hours worked each week for some part-time trainees, especially school-based trainees, it may be appropriate to pay an hourly wage rate as provided in Table 2 - Hourly Wage Rates, of Part B, Monetary Rates. The hourly rates as set out in Table 2 are based on a 35-hour week. If the ordinary full-time weekly hours are not 35, the rate in the table should be multiplied by 35 and then divided by the ordinary full-time hours to obtain the correct hourly rate.

The hours for which payment is made are determined as follows:

- (a) Where the approved training for a traineeship (including a school-based traineeship) is provided off the job by a registered training organisation, for example, at school or at TAFE, these rates only apply to the total hours worked by the part-time trainee on the job.

- (b) Where the approved training is undertaken on the job or in a combination of on the job and off the job, and the average proportion of time to be spent in approved training is 20% (i.e. the same as for the equivalent full time traineeship):
- (i) if the training is solely on the job, then the total hours on the job are multiplied by the applicable hourly rate, and then 20% is deducted.
 - (ii) if the training is partly on the job and partly off the job, then the total of all hours spent in work and training are multiplied by the applicable hourly rate, and then 20% is deducted.

Note: 20% is the average proportion of time spent in approved training which has been taken into account in setting the wage rates for most full-time traineeships.

11. Grievance and Dispute Settling Procedures

- (a) In general, matters relating to trainees are dealt with under the provisions of the *Apprenticeship and Traineeship Act 2001*.

- (b) In accordance with the grievance and dispute settling procedures, the trainee notifies the supervisor of the substance of any grievance or dispute and requests a meeting with the supervisor to discuss the matter and, if possible, states the remedy sought.

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 trainee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the agency head or delegate.

- (c) If no remedy is found, the trainee seeks further discussions and attempts to resolve the grievance or dispute at a higher level of authority, where appropriate.
- (d) Reasonable time limits must be allowed for discussion at each level of authority, having regard to the nature of the grievance or dispute.
- (e) At the conclusion of the discussion, the trainee must be provided with a response to their grievance or dispute if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (f) Any party to the traineeship can refer the matter to the New South Wales Vocational Training Tribunal under the provisions of the *Apprenticeship and Traineeship Act 2001*.
- (g) If no resolution can be found, any party to the grievance or dispute or their representatives may refer the matter to the Industrial Relations Commission of New South Wales.
- (h) The trainee may involve a representative, including a union, and the agency may be represented by more senior management or other appropriate person or body for the purposes of each procedure.
- (i) While the dispute procedure is being followed, normal work continues.

12. Anti-Discrimination

- (a) 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 identify, age and responsibilities as a carer.
- (b) It follows that, in fulfilling their obligations under clause 11, Grievance and Dispute Settling Procedures, 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.

- (c) 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.
- (d) 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.
- (e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

Notes:

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

"Nothing in 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."

13. Area, Incidence and Duration

This award applies to all classes of trainees within organisations listed in Schedule 1 Public Service agencies of the *Government Sector Employment Act 2013*.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Public Service Training Wage) Reviewed Award 2008 published 21 October 2016 (380 I.G. 1384), as varied.

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 22 August 2019.

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

PART B

MONETARY RATES

Table 1 - Full Time Weekly Wage Rates (Effective from the first full pay period to commence on or after 1 July 2019)

Skill Levels

Diploma	Skill Level A	Skill Level B	Skill Level C
	Arts Administration Business (Office Administration) Clerical Administrative Skills	Laboratory Operations Horticulture Tourism Operations	Rural Skills

	Communications (Call Centres) Financial Services Information Technology Public Administration Sport and Recreation	Retail Operations Hospitality Operations	
--	--	---	--

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level

Classification	1.7.19 Per week 2.50% \$
Trainee Diploma Level	743.60
Skill Level A Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A:	1.7.19 Per week 2.50%
Highest Year of Schooling Completed	
Year 10	
School leaver	328.20
Plus 1 year out of school	361.80
Plus 2 years	433.80
Plus 3 years	505.90
Plus 4 years	586.90
Plus 5 years or more	671.40
Year 11	
School leaver	361.50
Plus 1 year out of school	433.80
Plus 2 years	505.90
Plus 3 years	586.90
Plus 4 years	671.40
Plus 5 years or more	671.40
Year 12	
School leaver	433.80
Plus 1 year out of school	505.90
Plus 2 years	586.90
Plus 3 years	671.40
Plus 4 years	671.40
Plus 5 years or more	671.40
Skill Level B Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:	1.7.19 Per week 2.50% \$
Highest Year of Schooling Completed	
Year 10	
School leaver	328.20
Plus 1 year out of school	361.50
Plus 2 years	420.40
Plus 3 years	483.70
Plus 4 years	568.20
Plus 5 years or more	647.70

Year 11	
School leaver	361.70
Plus 1 year out of school	420.40
Plus 2 years	483.70
Plus 3 years	568.20
Plus 4 years	647.70
Plus 5 years or more	647.70
Year 12	
School leaver	420.40
Plus 1 year out of school	483.70
Plus 2 years	568.20
Plus 3 years	647.70
Plus 4 years	647.70
Plus 5 years or more	647.70
Skill Level C	1.7.19
Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C:	Per week 2.50% \$
Highest Year of Schooling Completed	
Year 10	
School leaver	328.20
Plus 1 year out of school	361.70
Plus 2 years	416.60
Plus 3 years	468.80
Plus 4 years	493.60
Plus 5 years or more	584.40
Year 11	
School leaver	361.70
Plus 1 year out of school	416.60
Plus 2 years	468.80
Plus 3 years	522.00
Plus 4 years	584.40
Plus 5 years or more	584.40
Year 12	
School leaver	416.60
Plus 1 year out of school	468.80
Plus 2 years	522.00
Plus 3 years	584.40
Plus 4 years	584.40
Plus 5 years or more	584.40
The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.	
School-Based Traineeships - Year of Schooling	Year 12 1.7.2019
	2.50%
School based traineeships Skill Levels A, B and C	
Year 11	328.20
Year 12	366.00
The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.	

Table 2 - Hourly Wage Rates

These rates should be read in conjunction with clause 10 of the Crown Employees (Public Service Training Wage) Reviewed Award

Trainees who have left school:

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level:

Classification	1.7.19 Per hour 2.50% \$
Trainee – Diploma Level Part Time	26.50
Skill Level A Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A:	1.7.19 Per hour 2.50% \$
Highest Year of Schooling Completed	
Year 10 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	11.80 12.90 15.60 18.00 21.00 24.00
Year 11 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	12.90 15.60 18.00 21.00 24.00 24.00
Year 12 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	15.60 18.00 21.00 24.00 24.00 24.00
Skill Level B Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:	1.7.19 Per hour 2.50% \$
Highest Year of Schooling Completed	
Year 10 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	11.80 12.90 15.00 17.30 20.40 23.10
Year 11 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	12.90 15.00 17.30 20.40 23.10 23.10
Year 12 School leaver Plus 1 year out of school Plus 2 years Plus 3 years	15.00 17.30 20.40 23.10

Plus 4 years	23.10
Plus 5 years or more	23.10
Skill Level C Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C:	1.7.19 Per hour 2.50% \$
Highest Year of Schooling Completed	
Year 10	
School leaver	11.80
Plus 1 year out of school	12.90
Plus 2 years	14.90
Plus 3 years	16.80
Plus 4 years	18.60
Plus 5 years or more	20.90
Year 11	
School leaver	12.90
Plus 1 year out of school	14.90
Plus 2 years	16.80
Plus 3 years	18.60
Plus 4 years	20.90
Plus 5 years or more	20.90
Year 12	
School leaver	14.90
Plus 1 year out of school	16.80
Plus 2 years	18.60
Plus 3 years	20.90
Plus 4 years	20.90
Plus 5 years or more	20.90
	1.7.19 2.50% \$
School Based Trainees	
Wage Levels A, B and C	
Year 11	11.80
Year 12	12.90

P. M. KITE, *Chief Commissioner*

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CROWN EMPLOYEES (PHYSIOTHERAPISTS, OCCUPATIONAL THERAPISTS, SPEECH PATHOLOGISTS AND MUSIC THERAPISTS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 127189 of 2019)

Before Chief Commissioner Kite

22 August 2019

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangements
2.	Definitions
3.	Salaries and Allowances
4.	Anti-Discrimination
5.	Grievance and Dispute Settling Procedures
6.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

2. Definitions

(i) General

- (a) "Industrial Relations Secretary" means the person, within the meaning of the *Government Sector Employment Act 2013*, who is taken to be the employer of Public Service employees for industrial purposes.
- (b) "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- (c) "Agency" means a Public Service agency, as listed in Schedule 1 of the *Government Sector Employment Act 2013*.
- (d) "Agency Head" means a person who is the Secretary of a Department or the head of another Public Service agency listed in Schedule 1 of the *Government Sector Employment Act 2013*.

(ii) Physiotherapists -

- (a) "Physiotherapist" shall mean a person registered or conditionally registered under the *Physiotherapists Act 2001*.
- (b) "Physiotherapist, Grade 1" shall mean a Physiotherapist appointed as such who is engaged in the performance of all facets of Physiotherapy.
- (c) "Physiotherapist, Grade 2" shall mean a Physiotherapist appointed to a position approved as such and shall include:
 - (1) A person who has responsibility for a specific clinical section within a Physiotherapy Unit which involves the supervision of at least one other Physiotherapist;
 - (2) A deputy to a Physiotherapist Grade 4 or 5.
- (d) "Physiotherapist, Grade 3" shall mean a Physiotherapist appointed to a position approved as such and shall include:
 - (1) A person who has responsibility for a specific clinical section within a Physiotherapy Unit which involves the supervision of more than 6 other Physiotherapists;
 - (2) A person performing Student Unit Supervisor duties on a full-time basis;
 - (3) A person in charge of a Physiotherapy Unit containing 1-5 other Physiotherapists;
 - (4) A deputy to a Physiotherapist Grade 6 or 7.
- (e) "Physiotherapist, Grade 4" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 6-14 other Physiotherapists.
- (f) "Physiotherapist, Grade 5" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 15-29 other Physiotherapists.
- (g) "Physiotherapist, Grade 6" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 30-39 other Physiotherapists.
- (h) "Physiotherapist, Grade 7" shall mean a Physiotherapist appointed to a position approved as such and shall include a person who is in charge of a Physiotherapy Unit containing 40 or more other Physiotherapists.

(iii) Occupational Therapist -

- (a) "Occupational Therapist" shall mean a person who possesses a Degree in Occupational Therapy from a recognised tertiary institution.
- (b) "Occupational Therapist, Grade 1" shall mean an occupational Therapist appointed as such who is engaged in the performance of all facets of Occupational Therapy.
- (c) "Occupational Therapist, Grade 2" shall mean an Occupational Therapist appointed to a position approved as such and shall include:
 - (1) A person who has responsibility for a specific clinical section within an Occupational Therapy Unit which involves the supervision of at least one other Occupational Therapist;
 - (2) A deputy to an Occupational Therapist Grade 4 or 5.

- (d) "Occupational Therapist, Grade 3" shall mean an Occupational Therapist appointed to a position approved as such and shall include:
- (1) A person who has responsibility for a specific clinical section within an Occupational Therapy Unit which involves the supervision of more than 6 other Occupational Therapists;
 - (2) A person performing Student Unit Supervisor duties on a full-time basis;
 - (3) A person in charge of an Occupational Therapy Unit containing 1-5 other Occupational Therapists;
 - (4) A deputy to an Occupational Therapist Grade 6.
- (e) "Occupational Therapist, Grade 4" shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Unit containing 6-14 other Occupational Therapists.
- (f) "Occupational Therapist, Grade 5" shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Unit containing 15-29 other Occupational Therapists.
- (g) "Occupational Therapist, Grade 6" shall mean an Occupational Therapist appointed to a position approved as such and shall include a person who is in charge of an Occupational Therapy Unit containing 30 or more other Occupational Therapists.
- (iv) Speech Pathologists -
- (a) "Speech Pathologist" shall mean a person who possesses a Degree in Speech Therapy from a recognised tertiary institution.
- (b) "Speech Pathologist, Grade 1" shall mean a Speech Pathologist appointed as such, which requires the performance of all facets of Speech Pathology.
- (c) "Speech Pathologist, Grade 2" shall mean a Speech Pathologist appointed to a position approved as such and shall include:
- (1) A person who has responsibility for a specific clinical section within a Speech Pathology Department, which involves the supervision of at least one other Speech Pathologist;
 - (2) A deputy to a Speech Pathologist Grade 4 or 5.
- (d) "Speech Pathologist, Grade 3" shall mean a Speech Pathologist appointed to a position approved as such and shall include:
- (1) A person who has responsibility for a specific clinical section within a Speech Pathology Unit which involves the supervision of more than 6 other Speech Pathologists;
 - (2) A person performing Student Unit Supervisor duties on a full-time basis;
 - (3) A person in charge of a Speech Pathology Unit containing 1-5 other Speech Pathologists;
- (e) "Speech Pathologist, Grade 4" shall mean a Speech Pathologist appointed to a position approved as such and shall include a person who is in charge of a Speech Pathology Unit containing 6-14 other Speech Pathologists.
- (f) "Speech Pathologist, Grade 5" shall mean a Speech Pathologist appointed to a position approved as such and shall include a person who is in charge of a Speech Pathology Unit containing 15 or more other Speech Pathologists.

- (v) "Part-time Student Supervisor" shall mean a Physiotherapists, Occupational Therapist or Speech Pathologist, other than a person performing Student Unit Supervision duties on a full-time basis, who is required from time to time to supervise students and prepare assessments on such students.

3. Salaries and Allowances

- (i) The rates of pay shall be as set out in Table 1 - Rates of Pay of Part B, Monetary Rates.
- (a) Provided that the commencing rate of salary payable to an employee who has obtained an appropriate degree or appropriate degree plus associated diploma requiring a minimum of four years full-time study shall be paid the rate prescribed for the second year of service.
- (b) Provided further that an employee who has obtained an appropriate degree requiring a minimum of three and one-half years full-time study shall after six months relevant full-time service be paid the rate prescribed for the second year of service.
- (ii) The rates of allowances shall be as set out in Table 2 - Allowances of Part B, Monetary Rates.
- (a) A sole therapist allowance shall be paid to a Grade 1 Physiotherapists, Occupational Therapists or Speech Pathologists, who is not responsible to another Physiotherapists, Occupational Therapists or Speech Pathologists and is the only therapist in their discipline in a particular Large Residential Centre or Child and Family Service in a Community Service Centre. The Sole Therapist Allowance shall be paid at the rate specified in Table 2 of Part B, Monetary Rates.
- (b) Part-time Student Unit Supervisors Allowance - A Physiotherapist, Occupational Therapist or Speech Pathologist who is a part-time Student Unit Supervisor shall be paid an allowance for each student per supervised shift at the rate specified in Table 2 of Part B, Monetary Rates. The quantum of the allowance shall be determined by the application of the following formula:
- (1) Subtract the 7th year Grade 1 rate from the Grade 3 rate;
 - (2) Divide (1) by 4 (i.e. the average number of students supervised by a full-time Student Unit Supervisor);
 - (3) Divide the result of (2), by 5 (i.e. the number of shifts per week for a full-time Student Supervisor).
 - (4) Divide by 52.17857 (i.e. the number of weeks in the year).
- Provided that:
- (5) The allowance shall not be payable to a person occupying a position graded at Grade 3 or above;
 - (6) Only one person can receive the allowance for a student on each shift;
 - (7) No person shall receive the allowance for a student who is being supervised by a Student Unit Supervisor (i.e. full-time);
 - (8) The maximum amount payable to a person by way of this allowance in any one week shall be the amount derived by subtracting the rate prescribed for the 7th year of Grade 1 from the rate prescribed for Grade 3.
- (iii) This award is listed in Schedule A of the Crown Employees (Public Sector – Salaries 2019) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B – Monetary Rates are subject to the rates as set by the Crown Employees (Public Sector – Salaries 2019) Award or any award replacing it.

4. Anti-Discrimination

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

Notes

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

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

5. Grievance and Dispute Settling Procedures

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

- (v) If the matter remains unresolved with the immediate manager, the employee 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. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Agency Head.
- (vi) The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Agency Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) An employee, at any stage, may request to be represented by the Association.
- (ix) The employee or the Association on their behalf, or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (x) The employee, Association, Agency 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.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

6. Area, Incidence and Duration

- (i) This award shall apply to all of the classifications contained herein.
- (ii) The employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2019) Award* any awards replacing these awards.
- (iii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award* published 21 October 2016 (380 I.G. 1269), as varied.

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 22 August 2019.

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

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

Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists		
Classification and Grade	Common Salary Point	1.7.19 Per annum 2.50% \$
Physiotherapists - Grade 1		
1st year of service	46	64,779
2nd year of service	50	67,330
3rd year of service	56	71,084
4th year of service	63	76,191
5th year of service	70	81,592
6th year of service	76	86,430
7th year of service	81	90,661
Grade 2	85	94,327
Grade 3	92	100,982
Grade 4	95	104,226
Grade 5	98	107,541
Grade 6	100	109,682
Grade 7	103	112,835
Occupational Therapists Grade 1		
1st year of service	46	64,779
2nd year of service	50	67,330
3rd year of service	56	71,084
4th year of service	63	76,191
5th year of service	70	81,592
6th year of service	76	86,430
7th year of service	81	90,661
Grade 2	85	94,327
Grade 3	92	100,982
Grade 4	95	104,226
Grade 5	98	107,541
Grade 6	100	109,682
Speech Pathologist - Grade 1		
1st year of service	46	64,779
2nd year of service	50	67,330
3rd year of service	56	71,084
4th year of service	63	76,191
5th year of service	70	81,592
6th year of service	76	86,430
7th year of service	81	90,661
Grade 2	85	94,327
Grade 3	92	100,982
Grade 4	95	104,226
Grade 5	98	107,541
Music Therapists		
1st year of service	31	56,592
2nd year of service	38	60,273
3rd year of service	43	63,196
4th year of service	49	66,682
5th year of service	54	69,733

6th year of service	59	73,176
7th year of service	63	76,191

Table 2 - Other Rates of Allowances

Sole Allowance - 3(ii)(a)	2,725
Part-time Student Unit Supervisor Allowance for each student per supervised shift - refer formula in award at 3(ii)(b)	9.89

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF JUSTICE) MUSEUM
OF APPLIED ARTS AND SCIENCES - CASUAL GUIDE LECTURERS
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 127174 of 2019)

Before Chief Commissioner Kite

22 August 2019

REVIEWED AWARD

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Intention
4.	Wage Rates and Conditions of Employment
5.	Deduction of Association Membership Fees
6.	Grievance and Dispute Resolution Procedures
7.	Anti-Discrimination
8.	Parties to this Award
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1-Wages

PART A

1. Title

This award shall be known as the Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award.

2. Definitions

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

"Award" means Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award.

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

"Department" means the NSW Department of Premier and Cabinet.

"Department Head" means the Secretary of the NSW Department of Premier and Cabinet.

"Director" means the Chief Executive Officer of the Museum of Applied Arts and Sciences.

"Employee" means a person employed in casual employment in a Public Service agency in accordance with s 3 of the Act and who occupies a role as a Casual Guide Lecturer, covered by this Award.

"Employer" means the Secretary of the Department of the NSW Department of Premier and Cabinet.

"Industrial Relations Secretary" means the Secretary of the NSW Department of Premier and Cabinet in accordance with s.49 of the Act.

3. Intention

The purpose of this award is to regulate the rates of pay and conditions of employment of Casual Guide Lecturers.

4. Wage Rates and Conditions of Employment

- (i) The casual hourly rate for a Casual Guide Lecturer is set out in Part B, Table 1 - Monetary Rates. This rate is set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award and any variation or replacement award.
- (ii) Casual Guide Lecturers shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
 - (a) Unpaid parental leave in accordance with paragraph 12.5.4;
 - (b) Personal Carer's entitlement in accordance with subclause 12.6; and
 - (c) Bereavement entitlement in accordance with subclause 12.7.

5. Deduction of Association Membership Fees

- (i) The Association shall provide the employer with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- (ii) The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association 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 Association fortnightly membership fees 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.
- (iv) Monies so deducted from an employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Association 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.

6. Grievance and Dispute Resolution Procedures

- (i) All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.

- (ii) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the employee 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 employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) An employee, at any stage, may request to be represented by the Association.
- (ix) The employee 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.
- (x) The employee, 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.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

7. 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.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

8. Parties to the Award

This award is made between the following parties:

Industrial Relations Secretary,

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

9. Area, Incidence and Duration

- (i) This award applies to those staff employed as Casual Guide Lecturers by the Museum of Applied Arts and Sciences.
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award published 21 October 2016 (380 I.G. 1115), as varied.
- (iii) 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 22 August 2019.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.
- (v) Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 279) have been incorporated into this award as part of the review.

PART B
MONETARY RATES

Table 1 - Wages

Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences – Casual Guide Lectures Award.

Casual Guide Lecturers - Museum of Applied Arts and Sciences		
Classification	Existing rates of pay as at 1.7.18 Per Hour 2.5% \$	Rates of pay as at the first full pay period on or after 1.7.19 Per hour 2.5% \$
Casual Guide Lecturer	46.77	47.94

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (ADMINISTRATIVE AND CLERICAL OFFICERS - SALARIES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 127296 of 2019)

Before Chief Commissioner Kite

22 August 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Adjustment of Salaries
5.	Promotion
6.	Calculation of Service
7.	Anti-Discrimination
8.	Grievance and Dispute Settling Procedures
9.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

PART A

1. Title

This award shall be known as the Crown Employees (Administrative and Clerical Officers - Salaries) Award.

2. Definitions

"Employee" means a person employed in ongoing, term, temporary, casual or other employment, or on secondment, in a Public Service agency under the provisions of the *Government Sector Employment Act 2013*, who is appointed to a role classified under this award.

"Service" means continuous service.

"Agency" means a Public Service agency, as listed in Schedule 1 of the *Government Sector Employment Act 2013*.

"Agency head" means a person who is the Secretary of a Department or the head of another Public Service agency listed in Schedule 1 of the *Government Sector Employment Act 2013*.

“Industrial Relations Secretary” means the person, within the meaning of the *Government Sector Employment Act 2013*, who is for the purposes of any proceedings relating to Public Service employees held before a competent tribunal having jurisdiction to deal with industrial matters, taken to be the employer of Public Service employees.

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

3. Salaries

- (a) The salary rates for employees on the General Scale and on Grades 1 to 12 are set out in Table 1 of Part B, Monetary Rates.
- (b) An employee on the General Scale qualified at Higher School Certificate standard at 19 years of age is paid at not less the amount set out in Table 1 - Salaries for Clerk General Scale Step 4.
- (c) An employee on the General Scale at 20 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 5.
- (d) An employee on the General Scale at 21 years of age is paid at not less than the amount set out in Table 1 - Salaries for Clerk General Scale Step 6.
- (e) Roles are classified within the General Scale and Grades 1 to 12 in accordance with the classification and grading system approved by the Industrial Relations Secretary.
- (f) An employee temporarily employed under the provisions of the *Government Sector Employment Act 2013* is paid the weekly equivalent of the annual salary prescribed in Table 1.
- (g) This award is listed in Schedule A of the Crown Employees (Public Sector – Salaries 2019) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B – Monetary Rates are subject to the rates as set by the Crown Employees (Public Sector – Salaries 2019) Award or any award replacing it.

4. Adjustment of Salaries

The salaries of employees employed at the operative date of this award are adjusted to the appropriate scale prescribed by the award on the basis of years of service in role or grade. Employees are deemed to have the years of service indicated by the salary received under the scale in force immediately prior to the operative date of this award.

5. Promotion

Promotion to a grade and from grade to grade is subject to the occurrence of a vacancy in such grade.

6. Calculation of Service

In calculating years of service for the purpose of this award the following periods are not taken into account:

- (a) Any period in respect of which an increment is refused in accordance with clause 14, Increments, of the *Government Sector Employment Regulation 2014*;
- (b) Any leave of absence without pay exceeding five days in any incremental year;
- (c) Any period necessary to give full effect to a reduction in salary imposed under section 68 (Unsatisfactory performance of government sector employees) or section 69 (Misconduct – Public Service and other prescribed government sector employees) of the *Government Sector Employment Act 2013*.

7. Anti-Discrimination

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Nothing in this clause is to be taken to affect:
 - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (e) 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.
 - (i) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
 - (ii) 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."

8. Grievance and Dispute Settling Procedures

- (a) 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 agency, if required.
- (b) An employee 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.
- (c) 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 employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the agency head or delegate.
- (d) 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.

- (e) If the matter remains unresolved with the immediate manager, the employee 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 employee may pursue the sequence of reference to successive levels of management until the matter is referred to the agency head.
- (f) The agency head may refer the matter to the Industrial Relations Secretary for consideration.
- (g) If the matter remains unresolved, the agency head shall provide a written response to the employee 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.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the agency head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, agency 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.
- (k) Whilst the procedures outlined in subclauses (a) to (j) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

9. Area, Incidence and Duration

This award applies to employees defined in clause 2, Definitions.

Employees are entitled to the conditions of employment provided by this award and by the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*. The provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and *Crown Employees (Public Sector - Salaries 2019) Award* or any replacement awards, also apply to employees covered by this award, except where specifically varied by this award.

The salary rates in Table 1 of Part B, Monetary Rates, are set in accordance with the *Crown Employees (Public Sector - Salaries 2019) Award* and any variation or replacement award.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Administrative and Clerical Officers - Salaries) Award* published 21 October 2016 (380 I.G. 903), as varied.

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 22 August 2019.

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

PART B
MONETARY RATES

Table 1 - Salaries

The salary rates are effective from the beginning of the first pay period to commence on or after 1 July 2019.

Administrative and Clerical Officer		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Clerks General Scale		
Clerks General Scale step 1	4	31,366
Clerks General Scale step 2	6	35,595
Clerks General Scale step 3 - 1st year of service or 18 years	7	37,835
Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate qualification at 19 years of age	9	42,871
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	45,762
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	49,322
Clerks General Scale step 7	20	50,667
Clerks General Scale step 8	23	52,810
Clerks General Scale step 9	25	53,767
Clerks General Scale step 10	28	55,102
Clerks General Scale step 11	32	57,141
Clerks General Scale step 12	36	59,211
Clerks General Scale step 13	40	61,399
Provided that officers who on 6 December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale	-	64,024
Grade 1		
1st year of service	46	64,779
Thereafter	49	66,682
Grade 2		
1st year of service	52	68,543
Thereafter	55	70,425
Grade 3		
1st year of service	58	72,418
Thereafter	61	74,603
Grade 4		
1st year of service	64	76,931
Thereafter	67	79,297
Grade 5		
1st year of service	75	85,488
Thereafter	78	88,184
Grade 6		
1st year of service	82	91,641
Thereafter	85	94,327

Grade 7		
1st year of service	88	97,152
Thereafter	91	100,056
Grade 8		
1st year of service	95	104,226
Thereafter	98	107,541
Grade 9		
1st year of service	101	110,745
Thereafter	104	113,859
Grade 10		
1st year of service	108	118,507
Thereafter	111	122,038
Grade 11		
1st year of service	116	128,089
Thereafter	120	133,519
Grade 12		
1st year of service	126	141,882
Thereafter	130	148,134

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (TIPSTAVES TO JUSTICES) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2019/135312)

Before Chief Commissioner Kite

13 August 2019

REVIEWED AWARD**Arrangement****PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Recreation Leave
5.	Purchased Leave
6.	Extended Leave
7.	Sick Leave
8.	Public Holidays
9.	Leave for Special Purposes
9A.	Leave for Matters Arising from Domestic Violence
10.	Military Leave
11.	Study Time
12.	Parental Leave
12A.	Lactation Breaks
13.	Absence Whilst on Compensation to Count as Service for Leave Purposes
14.	Absences caused by Adverse Weather Conditions
15.	Continuity of Service
16.	Uniforms
17.	Grievance and Dispute Settling Procedures
18.	Anti-Discrimination
19.	Secure Employment
20.	Crown Employees (Public Service Conditions of Employment) Award 2009 to Apply
21.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1

APPENDIX A

APPENDIX B

PART A

1. Title

This award shall be known as Crown Employees (Tipstaves to Justices) Award.

2. Definitions

- 2.1 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 "Employee" means a person employed as a tipstaff.
- 2.3 "Department" means the Department of In this Award, the term "employer" may be used in lieu of "Department" or "Department Head" Communities and Justice (Courts, Tribunals and Services Delivery).
- 2.4 "Service" means continuous service both before and after the commencement of this award as a tipstaff to any Justice of the Supreme Court of New South Wales or the Industrial Relations Commission of New South Wales, or the Land and Environment Court of New South Wales, or as a tipstaff to any Judge of the District Court of New South Wales or the Compensation Court of New South Wales; provided that future entrants shall be deemed to have the years of service indicated by the salary at which they enter.
- 2.5 "Uniform" means a frock coat for court work as provided.
- 2.6 "Domestic Leave" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 2.7 "Secretary" means the Industrial Relations Secretary

3. Salaries

The rates of pay of employees shall be set by the Crown Employees (Public Sector – Salaries 2019) Award, or any award replacing it. They are duplicated at Table 1 of Part B, Monetary Rates of this award.

4. Recreation Leave

- 4.1 Accrual and Calculation of Leave -
- (a) Recreation leave accrues at one and two third days per completed month of service, up to a maximum of 20 days per year. Recreation leave does not accrue in respect of unauthorised absences or in respect of authorised periods of leave without pay which, when aggregated, exceed five working days in a leave year unless such leave is taken during Law Vacation - see clause 4.4 Law Vacation below.
- (b) The minimum unit of leave is a quarter of a day and leave may be taken in multiples of a quarter day. Recreation leave entitlements should be balanced at least once per year. When calculating recreation leave, fractions other than an exact quarter day should be rounded off to the nearest quarter day or multiple thereof.
- (c) When calculating the proportionate deduction to be made in respect of leave without pay, fractions other than a quarter day or multiple thereof, should be rounded off to the next lower quarter day or multiple thereof.
- 4.2 Taking of Leave -
- (a) Recreation leave is to be taken in one consecutive period not later than six months after the completion of each 12 months service, except where the employer and employee agree otherwise.

- (b) An employee may be required by the employer to take accrued recreation leave at a time convenient to the employer but, as far as practicable, the wishes of the employee should be taken into account when fixing the time for the taking of leave, particularly where employees have special needs due to family responsibilities. For example, where employees have school aged children, leave rosters should be arranged in such a way as to allow each person to take leave at some time during school holidays.

4.3 Conservation of Leave -

- (a) Conservation of leave up to a maximum of 40 working days may be permitted by the employer in exceptional circumstances and on the understanding that the leave will be reduced to an acceptable level as soon as possible.
- (b) An employee must take their recreation leave to reduce all balance below 8 weeks, or its hourly equivalent, and the employer must cooperate in this process. The employer may direct an employee with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by school term one 2010.

4.4 Law Vacation -

- (a) Where a court or tribunal or other judicial body is temporarily closed or reduced to a nucleus for the purposes of annual holidays (law vacation), an employee who has not accrued sufficient recreation leave to cover the whole period of such closure or reduction of staff, will be required to take recreation leave to credit followed by leave without pay for the balance of the period.
- (b) Employees who are required to take leave without pay during law vacation are to be paid for all public holidays occurring during such leave. This period of leave without pay is also to count for the accrual of recreation leave in the following year.

4.5 Payment on Termination of Employment -

- (a) On termination of employment, an employee is entitled to be paid the monetary value of recreation leave to credit.
- (b) For the purposes of calculation of leave on termination, credit is to be allowed for periods of employment of less than a month. Leave due is to be calculated to an exact quarter day. Where applicable, fractions other than an exact quarter day are to be taken to the next higher quarter day.
- (c) Where an employee has been granted recreation leave in advance, the employer may deduct the value of such leave from any remuneration due to the employee on termination of employment.

4.6 Payment of Monetary Value of Accrued Recreation Leave on Death -

- (a) If an employee dies, the monetary value of accrued leave for which payment has not already been made, may be applied towards the payment of funeral expenses or may be paid to the employee's next of kin or to the Estate.
- (b) Where the funeral expenses have not been paid or have been paid by a person other than the person making the claim for payment of untaken recreation leave, approval may be sought from the Minister to direct that the funeral expenses form the first charge on the monetary value of leave. Payment may be made directly to the funeral director or to the person who paid the funeral expenses, subject to production of receipts.
- (c) Any balance of the monetary value of recreation leave should then be paid to the employee's next of kin or to the Estate as specified in the next clause.
- (d) If no claim for payment of funeral expenses is made, the monetary value of leave is to be paid in the following order (each class taking to the exclusion of the others):

- (1) to the widow or widower of the employee; or
- (2) to the children of the employee; or
- (3) to the dependent relatives of the employee; or
- (4) to the personal representative of the employee (that is the Estate)

4.7 Recreation Leave Loading -

- (a) Employees are to be granted a recreation leave loading equivalent to 17.5 per cent of four weeks' ordinary salary or wages, provided that the loading payable does not, in any case, exceed the loading calculated in accordance with the foregoing on the maximum salary applicable from time to time to Grade 12, Clerk under the Crown Employees (Public Sector – Salaries 2019) Award.
- (b) There shall be a leave loading year ending 30 November, in every year. The full entitlement to the loading on recreation leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion when he or she takes sufficient recreation leave to enable the employee to be absent from duty for at least two consecutive weeks after 1 December in any year. The loading will apply only to leave accrued in the year ending on the preceding 30 November.
- (c) Leave and salary records need to be endorsed to indicate that the leave loading for the previous leave loading year has been paid.
- (d) In the event of no such absence occurring by 30 November of the following year, the employee is to be paid the monetary value of the recreation leave loading payable on leave accrued as at 30 November of the previous leave year, notwithstanding that the employee has not entered on leave. Leave and salary records need to be endorsed to indicate that the payment has been made.
- (e) On retirement or termination of services by the employer for any reason other than misconduct an employee, who has not already taken a period of recreation leave since the preceding 1 December and who has not been paid the recreation leave loading in respect of such leave, is to be paid the recreation leave loading which would have been payable had such leave been taken.
- (f) The recreation leave loading is not to be paid when an employee is granted recreation leave to credit or the monetary value of recreation leave to credit on resignation or dismissal for misconduct.
- (g) Broken service during the year does not attract the recreation leave loading. If an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment is to be taken into account for annual leave loading purposes.
- (h) Rate of Payment -
 - (1) The recreation leave loading is to be calculated on the salary or wage rate paid for the leave when taken.
 - (2) If an increase in the salary or wage rate occurs during a period of leave, retrospective adjustment of the recreation leave loading is to be made. Where payment is made as at 30 November, because no period of two weeks' leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
 - (3) Provided adequate notice is given, the recreation leave loading is to be paid prior to entry on leave, generally at the same time as the salary or wages in respect of the period of leave.
 - (4) The recreation leave loading may be calculated in the following manner:

- (i) Annual Salaries; loading on 4 weeks leave; divide the annual salary by 74.54.
- (ii) Weekly Rates; loading on 4 weeks leave; divide the weekly rate by 1.4286.

5. Purchased Leave

- 5.1 An employee may apply to enter into an agreement with the employer to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (a) Each application will be considered subject to operational requirements and personal needs and will take into account the employer's business needs and work demands.
 - (b) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
 - (c) The leave will count as service for all purposes.
- 5.2 The purchased leave will be funded through the reduction in the employee's ordinary rate of pay.
- (a) Purchased leave rate of pay means the rate of pay an employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
 - (b) To calculate the purchased leave rate of pay, the employee'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.
- 5.3 Purchased leave is subject to the following provisions:
- (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - (b) 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.
 - (c) Sick leave cannot be taken during a period of purchased leave.
 - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - (e) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the employee's hourly rate based on the ordinary rate of pay.
 - (f) Allowance for Temporary Assignment will not be paid when a period of purchased leave is taken.
- 5.4 Specific conditions governing purchased leave may be amended from time to time by the Director of Public Employee in consultation with the Association. The employer may make adjustments relating to their salary administration arrangements.

6. Extended Leave

- 6.1 Employees are entitled to extended leave in accordance with the Government Sector Employment Regulation 2014.
- 6.2 Employees who are required to take leave without pay as a result of the law vacation shall have such periods counted as service for the purposes of extended leave.

7. Sick Leave

7.1 Accrual of Leave -

- (a) Subject to the conditions set out in this clause, an employee with not less than three months' continuous service may be granted sick leave up to a maximum of ten working days in each sick leave year in respect of absence from duty, provided the employer is satisfied that such absence is due to illness or incapacity not attributable to the employee's misconduct.
- (b) For those who commenced employment prior to 1 July 1986, a sick leave year shall commence on the first day of January each year. In the first year of service, however, where the employee has completed at least three months' of continuous service, sick leave shall accrue on the following basis: -
 - (1) Where employment commenced after 31 December and prior to 1 April: 10 days
 - (2) Where employment commenced after 31 March and prior to 1 July: 7.5 days
 - (3) Where employment commenced after 30 June and prior to 1 October: 5 days
 - (4) Where employment commenced after 30 September and prior to 1 January: 2.5 days
- (c) For those who commenced employment after 1 July, 1986, the following sick leave provisions apply:
 - (1) during the first 12 months of employment:
 - first 3 months of continuous service: no leave
 - 3 to 6 months of continuous service: 5 days
 - 6 to 9 months continuous service: 7.5 days
 - 9 to 12 months of continuous service: 10 days
 - (2) on completion of 12 months' service; 10 days sick leave will be available per year from the anniversary of commencement of employment.
- (d) Re-employment in the same leave year - Where an employee is re-employed in the same leave year, sick leave entitlement in respect of that year is not to exceed ten working days or the sick leave that the employee would have been entitled to had employment during the year been continuous from the date of first employment in that year, whichever is the lesser.
- (e) Previous accumulation - An employee who was employed as such on 1 January 1970 is to be credited with the sick leave accumulated as at that date. In respect of a partially completed year of service as at 31 December 1969, accumulation under the said paragraph 6.1(b) is to be calculated by allowing half a day for each completed month of service.
- (f) Accumulation from 1 January 1970 - Effective from 1 January 1970, all sick leave not utilised during the leave year, accumulates and may be used during subsequent service as required in respect of genuine absences due to illness or incapacity.
- (g) Service - Except as provided in paragraph 7.1(d) above and in the Continuity of Service section hereunder, previous periods of employment are not to be taken into account for sick leave purposes.

7.2 Special Leave for Accepted War-Caused Disabilities - After a continuous period of at least three months' service as a Ministerial employee, an employee who has had a period of service with the armed forces of Australia, is eligible to be granted up to ten days' special sick leave on full pay in any sick

leave year in addition to his or her ordinary sick leave, if he or she is absent as a result of an accepted war-caused disability. Absences from duty for the following reasons are also to be debited against the special sick leave:

- (a) attending hospital or medical officer for pension review;
- (b) attending hospital to report or for periodical examination or attention; and;
- (c) attending Limb Factories for supply, renewal and or repair of artificial replacements or surgical appliances.

7.3 When an employee exhausts the special sick leave allocation in a leave year, any further absences in that year on account of war-caused disabilities, are to be charged against ordinary sick leave to credit.

7.4 Notification of Absence - If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.

7.5 Leave Pending Determination of Claims for Workers Compensation -

- (a) Pending the determination of a claim for workers compensation, an employee may be granted sick leave to credit. If subsequently, payment of workers' compensation is approved, any sick leave granted in anticipation of workers' compensation is to be restored to the employee's credit.
- (b) When an employee who has been absent from duty in excess of 26 weeks, is granted the statutory rate under workers' compensation, he or she may utilise available sick leave to make up the difference between the statutory rate and ordinary rate of weekly salary or wage. On the expiration of available sick leave, weekly compensation payments only will be payable.

7.6 Leave as a Charge Against Accrued Recreation Leave, Long Service Leave or Leave Without Pay.

An employee who has exhausted sick leave to credit and is still unable to resume duty through illness or incapacity, may elect to utilise any recreation, long service leave to credit or sick leave without pay, provided the absence continues to be supported by acceptable medical certificates.

7.7 Illness whilst on Recreation or Long Service Leave -

- (a) Where an employee produces a satisfactory medical certificate to the effect that he or she has been incapacitated for any period whilst on recreation leave or for a week or more whilst on long service leave, the employee may be granted sick leave to credit in respect of the period covered by the medical certificate. Recreation or long service leave replaced by the grant of sick leave is to be re credited to the employee.
- (b) The granting of sick leave shall not apply in respect of recreation or long service leave being taken prior to resignation or termination of services.

7.8 Medical Certificates - An employee absent on account of illness for any period shall submit a medical certificate showing the nature of the illness, if called upon by the employer to do so.

8. Public Holidays

8.1 The following public holidays shall be paid for provided they occur on days which ordinarily would be working days for the employees concerned: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labor Day; Christmas Day; Boxing Day and such other holidays as may be proclaimed as public holidays throughout the State but not proclaimed local holidays.

8.2 An employee who is absent from work on the working day before or the working day after a Public Holiday without reasonable excuse or without the approval of an appropriate senior person, for example

supervisor at the place of employment, shall not be entitled to payment for such holiday. When work is not carried on right up to the holiday or resumed immediately after a holiday, as at Christmas and New Year, payment for the holiday shall be granted if the employee works up to the time of general stoppage and resumes when the work recommences.

- 8.3 If the holiday falls on a weekend, no additional payment shall be made unless the employee is required to work on that day.
- 8.4 When a holiday occurs during the first month in which an employee is absent through illness, such an employee is to receive pay for the day at the rate of wages paid immediately before the absence commenced.
- 8.5 Where any of the abovementioned public holidays fall within a period of leave granted to an employee, such holidays shall not be a charge against such leave except where leave being taken is long service leave.
- 8.6 An employee who is entitled to be paid for public holidays, shall be paid in full for any such holidays occurring during a period of absence in respect of which workers compensation payments are being made.

9. Leave for Special Purposes

- 9.1 Bereavement Leave -
- (a) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 9.1(c) below.
 - (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 to the death of a person prescribed for the purposes of Personal/Carer's Leave in 9.11(a)(3) provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
 - (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 other leave available under subclause 9.11. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the court.
- 9.2 Attending Retirement Preparation Seminars - An employee may be granted one day's special leave (with pay) for the purpose of attending a retirement preparation seminar conducted by a recognised Superannuation Fund.
- 9.3 National Aborigines and Torres Strait Islander Day - Employees who identify as Aborigines or Torres Strait Islander may be granted up to one day's special leave to enable them to participate in the celebrations of NAIDOC week each year.
- 9.4 Jury Service - An employee who is called up for jury duty may elect to be granted:
- (a) special leave with pay to cover the time necessarily absent from work, subject to the employee refunding to the employer any fees, less out-of-pocket expenses, paid by the Court in respect of attendance for jury duty; or

- (b) leave without pay or as a charge against recreation leave to credit, in which case the employee is entitled to retain all fees paid by the Court in respect of attendance for jury duty.
- 9.5 Firefighting or Assisting the State Emergency Services -
- (a) An employee who undertakes firefighting duties during declared emergencies is to be granted special leave on full pay for the time the employee is required to be absent from duty on such emergency firefighting activities.
- (b) An employee who is a volunteer member of a local Fire Brigade or Rural Fire Service may be granted special leave on full pay to a maximum of five days per year to cover necessary absences from duty when called upon to fight fires during normal working hours.
- (c) An employee, who volunteers to assist the State Emergency Services or Rural Fire Service during emergency operations and is released by the employer for that purpose, is to be regarded as being on duty whilst engaged in these activities during normal working hours and paid as if he or she has been carrying out normal work. Where an employee remains on emergency duty for several days and, as a result, experiences physical distress, such employee may be allowed reasonable time for rest before returning to normal duties.
- 9.6 Absences due to adverse weather conditions - Employees whose life or property is being threatened by adverse weather conditions or where they are prevented from reporting for duty by fire, flood or snow, are eligible to be granted leave to cover their absence from duty.
- 9.7 Naturalisation Ceremonies - An employee who is to be naturalised may be granted time off, without loss of pay, for the minimum time necessary to enable him or her to prepare for and attend the ceremony.
- 9.8 Leave to attend Trade Union Training Courses - Leave may be granted up to a maximum of 12 working days in any period of two years to employees who are members of the union to attend short training courses or seminars conducted by or with the support of the Trade Union Training Australia, subject to the following conditions:
- (a) that the employer's operating requirements permit the grant of leave and the employee's absence does not require the employment of relief staff;
- (b) leave of absence will be granted at ordinary pay, that is, payment is not to include shift allowances, penalty rates or overtime;
- (c) leave granted will count as service for all purposes;
- (d) expenses associated with attendance at such courses or seminars, for example fares, accommodation, meal costs, will be met by the employee concerned, but subject to the maximum prescribed above, leave may include travelling time required during working hours to attend such courses or seminars;
- (e) applications for leave must be accompanied by a statement from the union that it has nominated the employee concerned for such course or seminar or that it supports his or her application.
- 9.9 Leave for employees holding office in Local Government -
- (a) Holders of the office of Mayor of a Municipality, President of a Shire or Chairman of a County Council may be granted special leave with pay for the purpose of attending meetings, conferences or performing other council work which cannot be carried out outside of ordinary working hours.
- (b) Whilst the quantum of leave to be granted is to be determined by the employer, absences requiring time off during normal working hours should be kept to a minimum.

- (c) Where the employer is not prepared to grant special leave with pay, the employee may be granted leave as a charge against available recreation leave or leave without pay.

9.10 English Language Tuition Leave -

- (a) Employees of non-English speaking background who are unable to adequately communicate in the English language, shall be granted time off without loss of pay to attend English Language Classes conducted by the employer or any other recognised statutory authority, for example the Adult Migrant English Service.
- (b) The type, duration and extent of courses conducted by the employer shall be developed in consultation with the Adult Migrant English Service or other recognised authority.

9.11 Personal/Carer's Leave -

(a) Use of Sick Leave -

- (1) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 9.11(a)(3) shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of clause 6 Sick Leave, 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.
- (2) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (3) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to 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
 - (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 subclause:

"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.

- (b) 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.
- (c) 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 9.11(a)(3) of this clause who is ill.
- (d) Recreation Leave -
 - (1) An employee may elect, with the consent of the employer, subject to the provisions of clause 4 Recreation Leave, to take recreation leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
 - (2) Access to recreation leave, as prescribed in subparagraph 9.11(d)(1) of this subclause, shall be exclusive of any Law Vacation period provided for elsewhere under this award.
 - (3) Where applicable, an employee and employer may agree to defer payment of recreation leave loading in respect of single day absences, until at least five consecutive recreation leave days are taken.

9A. Leave for Matters Arising from Domestic Violence

- 9A.1 The definition of domestic violence is found in subclause 2.5, of clause 2 Definitions of this award;
- 9A.2 Leave entitlements provided for in clause 7 Sick Leave and subclause 9.11, Personal Carers Leave, may be used by employees experiencing domestic violence;
- 9A.3 Where the leave entitlements referred to in subclause 9A.2 are exhausted, the employer shall grant up to five days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 9A.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;
- 9A.5 Personal information concerning domestic violence will be kept confidential by the Department;
- 9A.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.

10. Military Leave

- 10.1 Annual Grant - In the period of 12 months commencing on 1 July each year, employees who are part-time members of the Defence Forces' Reserves are entitled to be granted military leave on the following basis:
 - (a) Annual Training for members of the:
 - Navy Reserve - 13 calendar days on full pay.
 - Army Reserve - 14 calendar days on full pay.
 - Air Force Reserve - 16 calendar days on full pay.

- (b) Attendance at a School, Class or Course of Instruction by members of the:
- Navy Reserve - 13 calendar days on full pay.
- Army Reserve - 14 calendar days on full pay.
- Air Force Reserve - 16 calendar days on full pay.
- Leave provided for in this subclause also applies to attendances in a teaching capacity.
- (c) Additional Grant - Where the Commanding Officer certifies in writing that it is obligatory for the employee to attend training for a period that exceeds the leave normally available, the employer may grant further military leave not exceeding four calendar days in any one military leave year. If the additional 4 calendar days are insufficient to cover the excess, then the employer may grant leave as a charge against recreation or long service leave to credit or as leave without pay.
- (d) Alternative Arrangements - Whilst every effort should be made to release an employee from work at the time requested, military leave may be refused if it is not in the public interest to grant the leave at the time applied for. In such cases, the leave is to be granted later in the military leave year to enable the employee to attend an equivalent annual camp, school, class or course of instruction.
- (e) Payment for Military Leave - Payment of wages in respect of periods of military leave is additional to any payments that the employee receives from the Defence Force Reserves.

10.2 Medical Examinations - Special leave up to a maximum of one day may be granted for the time necessary to attend a medical examination or tests for acceptance as a part-time member of the Defence Force Reserves, subject to production of evidence of attendance.

10.2.1 Casual Employees - A casual employee required to undertake part-time military training may be granted leave on the same basis as applies to other employees, provided the period does not exceed the period in which he or she would normally have been employed by the current employer.

11. Study Time

11.1 Purpose - Study time is granted for the following purposes:

- (a) attendance at compulsory lectures, tutorials or residential schools, where these are held during working hours;
- (b) necessary travelling during working hours to attend lectures or tutorials held during or outside working hours;
- (c) weekly private study;
- (d) to provide a period of time off prior to or during the examination period for private study purposes as an alternative to weekly study time.

11.2 Courses Eligible for Study Time - Courses for which study time is granted must meet at least one criteria in each of the subclauses below:

- (a) lead to a recognised qualification; or
- be a TAFE special course; or
- be a bridging or qualifying course; or

be an incidental subject which forms part of a course for which study time would be available, where the incidental subject is of relevance to the employer or the public sector.

- (b) be administered by a public institution;
be accredited by the Department of Education and Training; or
lead to membership of a registered professional organisation.
- (c) be able to be taken on a part-time basis. Study time does not apply to a course that is organised essentially for full time students or which, in later stages, requires full-time attendance.

11.3 More Than One Course Studied at the One Time -

- (a) Study time may be granted for more than one course at the same time, provided that the two courses together result in a part-time load and the attendance pattern is convenient to the employer.
- (b) Regardless of the number of courses studied at one time, the maximum grant remains four hours per week, as outlined in subclause 10.4 below.

11.4 Calculation of Study Time Grant -

- (a) Half an hour is granted for every hour of class attendance required, up to a maximum grant of four hours per week and in respect of correspondence courses, by allowing half an hour for every hour of tutorial or lecture attendance in a corresponding face to face course.
- (b) Where there are block attendance requirements or field days, the grant is calculated by:
Step 1: totalling the attendance requirement, in hours, for the semester;
Step 2: dividing this amount by two;
Step 3: dividing this by the number of weeks in the semester that lectures are held;
Step 4: this amount, or 4 hours, whichever is the lesser, is the weekly amount granted.

11.5 Additional Leave -

- (a) Where the grant in subclause 10.4 above is insufficient to cover essential absences, the necessary extra should be granted. Additional leave which, together with leave granted under 10.4 above, totals 4 hours or less does not have to be made up. Leave of more than 4 hours per week must be made up.
- (b) Study time granted in excess of 4 hours may be made up either in advance or in retrospect.

11.6 Study Time in Excess of Four Hours Per Week - Study time granted in excess of four hours per week may be made up either in advance or in retrospect but always in accordance with the arrangement negotiated, in advance, between the employer and employee.

When such an arrangement is being negotiated, the following factors should be considered:

- (a) nature of the duties;
- (b) needs of the workplace;
- (c) whether additional leave granted can be made up before the next grant; and
- (d) use of other forms of leave to offset the additional study time where making it up is impractical.

11.7 When Study Time is Postponed or Not Granted.

- (a) Study time is not to be granted in respect of any classes not attended or when an employee is absent on any other form of leave.
- (b) Study time is an expendable grant. It is lost if not taken at the nominated time but, if an emergency situation arises and the employee is asked by the employer to forego their normal study time, such time may be granted on another day during the same week.

11.8 Power to Grant or Refuse - The grant of study time is subject to the relevance of the course and employer convenience. The employer has the power to grant, and to refuse, study time and the actual study time arrangement must be negotiated between the employee and the employer.

11.9 Repeated Subjects -

- (a) Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the employee's control.
- (b) An employee attending, during working hours, repeat subjects for which study time has not been granted, must make up all time taken off in attending those subjects.

11.10 Accumulation - Subject to employer's convenience:

- (a) employees may choose to accumulate part or all of their study time;
- (b) accumulated study time may be taken in any pattern or at any time.

11.11 Compulsory Residential Schools - Correspondence students may accumulate their study time as outlined in subclause 10.10 above in order to cover any compulsory residential schools.

11.12 Block Grants -

- (a) Some courses require substantial block attendance to allow students to undertake compulsory practical work experience.
- (b) A block grant may be made, either in addition to or instead of study time accumulating under 10.11 above, if the employer is satisfied that:
 - (1) block attendance is compulsory;
 - (2) the usual study time grant is inadequate; and
 - (3) the course is of significant value and therefore warrants a different kind of grant.

11.13 Maximum Periods of Block Grants - Block periods of study time may be granted as follows:

- (a) up to 10 days study time may be granted in addition to the grant outlined in subclause 10.5 above;
- (b) up to 20 days study time may be granted instead of the grant outlined in subclause 10.6 above.

11.14 Study Time Granted for the Whole Course - In some circumstances it may be more appropriate to grant an amount of study time for the whole course. Such study time can then be taken according to the needs of the employee and employer's convenience. In cases of this type, the average yearly study time taken should not be more than 10 days, if taken in accordance with 10.13(a) above or 20 days, if taken in accordance with 10.13(b) above.

- 11.15 Courses Involving Research and Thesis - Block periods of study time may be granted to staff in relation to the research and thesis component of:
- (a) higher degrees;
 - (b) qualifying studies to higher degrees; or
 - (c) Honours studies.
- 11.16 Grant of Block Periods in Respect of Courses Involving Research and Thesis - These block periods may be granted on the following basis:
- (a) where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the coursework and 10 days study time for the thesis or major project component;
 - (b) for qualifying studies entirely by thesis the grant is 10 days;
 - (c) for masters degree studies by research and thesis only, the total grant is 25 days for courses of 2 years' minimum duration and 35 days for courses of 3 years' minimum duration.
 - (d) for doctoral studies, the total grant for the course is 45 days.
- 11.17 Monitoring Study Time - Employers should ensure that:
- (a) employees granted study time have completed their enrolments;
 - (b) employees are continuing with the course for which study leave has been granted;
 - (c) where there is a choice of times for attendance, the actual attendance pattern is convenient to the employer as well as the employee; and
 - (d) additional study time, in excess of four hours per week, is made up.
- 11.18 The Application Process - Employees who wish to apply for study time should formally notify the employer as soon as possible. Where study time has been granted, employees should give the employer reasonable notice of the program for each year or semester and their proposed pattern of leave. This will allow any negotiations to be completed before the academic year or semester begins.
- 11.19 Refusal of Study Time Applications - Where an employer decides to refuse an application for study time, he or she should ensure that:
- (a) timely advice is given to the applicant to allow consideration of alternatives;
 - (b) counselling is available to applicants to consider alternatives;
 - (c) reasons for refusal are clearly and promptly stated, in writing, to the applicant;
 - (d) an internal review process or grievance procedure is available should the employee wish a review of the decision.
- If subsequently the decision not to grant study time is overturned, the employer may grant study time retrospectively.
- 11.20 Examination Leave -
- (a) Paid leave, up to a maximum of 5 working days per year, may be granted in respect of attendance at examinations in approved courses of study. Examination leave is available to both face to face and correspondence students.

- (b) The period granted is to include time actually involved in the examination and necessary travelling time. Examination leave is not to be granted in respect of any examinations conducted within normal class timetable during the term or semester, and where study time has been granted to the candidate.

12. Parental Leave

Parental leave includes maternity, adoption and "other parent" leave.

- 12.1 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 12.2 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
 - (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the employer may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - An employee 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.
- 12.3 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
 - (a) 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;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph (a) of this subclause. 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.
- 12.4 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee 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 employee:
 - (a) Applied for parental leave within the time and in the manner determined set out in subclause 12.1 of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (1) Continuous service is defined as full or part-time but not casual service, within the NSW Public Service or within a State or governmental organisation proclaimed as such under the *Government Sector Employment Act 2014*.

- (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
- (1) in advance as a lump sum; or
 - (2) fortnightly as normal; or
 - (3) fortnightly at half pay; or
 - (4) a combination of full-pay and half pay.
- 12.5 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time role who is on part time leave without pay when they start parental leave is paid:
- (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) 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;
 - (c) 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.
- 12.6 An employee 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:
- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
 - (b) at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 12.7 Calculation of increments and leave credits:
- (a) Increments - any period of paid parental leave (at full or half-pay) shall count as full service for the purposes of determining incremental progression. However, unpaid parental leave shall not count as service for determining incremental progression.
 - (b) Leave credits -
 - (1) Parental leave at full pay shall count as full service for the purposes of determining all forms of leave.
 - (2) Parental leave at half pay is paid leave that is being taken at a reduced rate of pay and shall accrue all other leave at half the rate.
 - (3) Unpaid parental leave shall not count as service for determining any form of leave entitlement except for extended leave in cases where at least 10 years of service has been completed and the unpaid parental leave does not exceed 6 months.
- 12.8 Except as provided in subclauses 12.4, 12.5 and 12.6 of this clause, parental leave shall be granted without pay.
- 12.9 Right to request
- (a) An employee who has been granted parental leave in accordance with subclause 12.1, 12.2 or 12.3 may make a request to the employer to:

- (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (2) 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 employee in reconciling work and parental responsibilities.

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

12.10 Notification Requirements

- (a) When the employer is made aware that an employee or their spouse is pregnant or is adopting a child, the employer must inform the employee of their entitlements and their obligations under the Award.
- (b) An employee who wishes to take parental leave must notify the employer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (1) that she/he intends to take parental leave, and
 - (2) the expected date of birth or the expected date of placement, and
 - (3) if she/he is likely to make a request under subclause 12.9.
- (c) At least 4 weeks before an employee's expected date of commencing parental leave they must advise:
 - (1) the date on which the parental leave is intended to start, and
 - (2) the period of leave to be taken.
- (d) Employee's request and the employer's decision to be in writing

The employee's request under 12.9(a)(1) and the employer's decision made under 12.9(a)(2) must be recorded in writing.
- (e) An employee 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 employer 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 employer agrees.
- (f) An employee on maternity leave is to notify her employer of the date on which she gave birth as soon as she can conveniently do so.
- (g) An employee must notify the employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (h) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the employer and any number of times with the consent of the employer. In each case she/he must give the employer at least 14 days notice of the change unless the employer decides otherwise.

- 12.11 An employee has the right to her/his former role if she/he has taken approved leave or part time work in accordance with subclause 12.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 12.12 If the role occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other roles available that the employee is qualified for and is capable of performing, the employee shall be appointed to a role of the same grade and classification as the employee's former role.
- 12.13 If the role occupied by the employee immediately prior to the taking of parental leave has been moved as part of a formal relocation of an organisational unit (for example, the relocation of all or part of an agency from the Central Business District, or the regionalisation of agency's functions) the employee has the right to return to the former role in the new location. If the employee so requests, the employer should consider the practicability of transferring the employee to a role at the same classification and grade in the former, or more suitable location.
- 12.14 An employee does not have a right to her/his former role during a period of return to work on a part time basis. If the employer approves a return to work on a part time basis then the role occupied is to be at the same classification and grade as the former role.
- 12.15 An employee 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 to the employer) must be given.
- 12.16 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee 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.
- 12.17 An employee 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.
- 12.18 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
 - (b) the total period of parental leave, is not extended by the taking of recreation leave at half pay;
 - (c) 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.
- 12.19 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the employer should, in consultation with the employee, 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.
- 12.20 If such adjustments cannot reasonably be made, the employer must grant the employee 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.

12.21 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (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.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) of this subclause.

12.22 Employees entitled to parental leave shall also have an additional entitlement as set out in Appendix B.

12A. Lactation Breaks

12A.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.

12A.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.

12A.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.

12A.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.

12A.5 The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.

12A.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.

12A.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.

12A.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 7, Sick Leave of this award, or access to flexible working hours, where applicable.

13. Absence Whilst on Compensation to Count as Service for Leave Purposes

Absence due to incapacity caused by an accident for which compensation is payable is to be regarded as service for the accrual of all leave.

14. Absences Caused by Adverse Weather Conditions

Where an employee is stood down without pay because of an adverse weather condition, such absence is to be regarded as service for recreation and long service leave purposes.

15. Continuity of Service

- 15.1 Periods of absence not to affect continuity - Continuity of service shall be deemed not to be broken by periods of absence on recreation, sick or long service leave or other absences not involving a termination of the contract of employment.

An employee's contract of employment and continuity of service shall also be deemed not to be broken by termination of services arising directly or indirectly from an industrial dispute or where the services have been terminated by the employing authority by reason of slackness of work. Such break in the contract of employment however is not to be taken into account in calculating the period of service.

- 15.2 Termination due to ill health and subsequent re-employment - Where the services of an employee have been terminated because of ill health but the employee is re-employed within a period of twelve months, the previous service is to be taken into account for recreation and sick leave purposes, provided the employee is able to produce a medical certificate which covers the whole period of absence, that is, from date of termination to date of re-employment.
- 15.3 Taking of Leave - Leave is to be taken, whenever practicable, upon the completion of each 12 months service and not later than six months after accrual.
- 15.4 General - In all other respects, the provisions for Recreation Leave under clause 4 apply.

16. Uniforms

One new uniform shall be supplied to each tipstaff Employee upon appointment as a tipstaff and thereafter upon each twelve months completed service. Each tipstaff Employee shall receive a new uniform provided that each tipstaff shall be responsible for the reasonable upkeep and repair of his or her own uniform.

17. Grievance and Dispute Settling Procedures

- 17.1 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 Department, if required.
- 17.2 An employee is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and if possible, state the remedy sought.
- 17.3 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 employee 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.
- 17.4 The immediate supervisor, 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.
- 17.5 If the matter remains unresolved with the immediate supervisor, the employee 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. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head.

- 17.6 The Department Head may refer the matter to the Secretary.
- 17.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee 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.
- 17.8 An employee, at any stage, may request to be represented their union.
- 17.9 The employee, or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 17.10 The employee, Association, Department and Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.11 Whilst the procedures outlined in subclauses 17.1 to 17.10 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 occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

18. Anti-Discrimination

- 18.1 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.
- 18.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award, the parties have an obligation 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.
- 18.3 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.
- 18.4 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 matters of unlawful discrimination in any State or federal jurisdiction.
- 18.5 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.

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 permanent 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 shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 19.2(a), upon receiving notice under subclause 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 shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (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) 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 shall, in accordance with this paragraph, and subject to paragraph 19.2(c), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award 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 shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

19.3 Workplace Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
- (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 shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (1) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
 - (2) provide employees of the labour hire business and/or contract business with appropriate workplace health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 18.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Workplace 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 shall 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 legislation) and are deemed by the relevant authority to comply with the national standards for Group Training Organisations.

20. Crown Employees (Public Service Conditions of Employment) Award 2009 to Apply

The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 will apply to this award. In the event of corresponding clauses the Crown Employees (Tipstaves to Justices) Award will supersede the Crown Employees (Public Service Conditions of Employment) Award 2009.

21. Area, Incidence and Duration

21.1 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Tipstaves to Justices) Award published 21 October 2016 (380 I.G. 1467), as varied.

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 29 August 2019.

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

PART B

MONETARY RATES

The salaries are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award and are effective from the first pay period to commence on or after 1 July 2019

Table 1

Tipstaff	Salary Per Annum Effective 1 July 2019 \$
1st Year of service	61,399
2nd Year of service	62,576
3rd Year of service	63,666
Tipstaff to the Chief Justice	64,779

APPENDIX A

- (1) Personal Carers entitlement for casual employees
 - (a) 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 (2) below 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 (d), and the notice requirements set out in (e).
 - (b) The Department Head 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.
 - (c) A Department Head 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.

- (d) The casual employee shall, if required,
 - (i) 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
 - (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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.

- (e) 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.

(2) A family member for the purposes of paragraph (i)(a) above is:

- (a) a spouse of the employee; or
- (b) a de facto spouse being a person of the opposite sex to the employee who lives with the employee as her husband or his wife on a bona fide domestic basis although not legally married to that employee; 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 of 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 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.

(3) Bereavement entitlements for casual employees

- (a) 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).
- (b) The Department Head 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.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) 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.

APPENDIX B

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (a) the employee or employee's spouse is pregnant; or
 - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
 - (a) An employee entitled to parental leave may request the employer to allow the employee:
 - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (iii) 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.
 - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a) and 3(b) must be recorded in writing.
 - (d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
 - (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
 - (i) 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
 - (ii) 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.

- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (SHERIFF'S OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135300 of 2019)

Before Chief Commissioner Kite

29 August 2019

REVIEWED AWARD**PART A****1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Salary
5.	Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 to Apply
6.	Meal Allowance For Staff Who Are Required to Travel
7.	Uniforms Laundering and Grooming
8.	Vehicle Maintenance
9.	Skill Development, Training and Promotion
10.	Grievance and Dispute Settling Procedures
11.	Anti-Discrimination
12.	Work Practice Reform
13.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Rates

Table 2 - Meal Allowance

2. Title

This Award shall be known as the Crown Employees (Sheriff's Officers) Award.

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

"Department" means the Department of Communities and Justice (Courts, Tribunals and Service Delivery Division)

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

"Public Service Commissioner" has the same meaning as in the *Government Sector Employment Act 2013*.

"Officer" means and includes all persons permanently 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 positions covered by this Award or who, after that date, are appointed to one of such positions.

4. Salary

Salaries payable to officers under this award are set by the Crown Employees (Public Sector – Salaries 2019) Award or any replacement award. They are reproduced at Table 1 - Salaries, of Part B, Monetary Rates of this award.

5. Crown Employees (Public Service Conditions of Employment) Award 2009 to Apply

The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 apply to this award except clause 29, Meal Expenses on One Day Journeys, and clause 46, Uniforms Protective Clothing and Laundry Allowance.

6. Meal Allowance for Staff Who Are Required to Travel

- (i) For the purposes of this clause "region" means the Department region's which an officer is from time to time assigned. The 5 Regions are:
 - a. Metro
 - b. Greater Metro
 - c. Hunter/North
 - d. Illawarra/South
 - e. West/South West
- (ii) An officer who is required to travel to perform duty outside the officer's region and who is not required to obtain overnight accommodation at a place other than the officer's residence shall be paid the following allowances as set out in Table 2 of Part B Monetary Rates for:
 - (a) breakfast when required to commence travel at or before 6.00am and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30pm; and
 - (c) lunch when unable to take lunch within the officer's region and, as a result, incurs additional expense for lunch. In such instances, the officer shall be paid the amount equivalent to the additional expense or the allowance specified for lunch in Table 2 of Part B Monetary Rates, whichever is the lesser.

7. Uniforms, Laundering and Grooming

The uniform requirements of Sheriff's Officers are determined by the Sheriff. Officers who are required to wear complete uniform in accordance with those determinations are responsible at their own cost for the care and laundering of all uniform items provided to them. Officers are required to be personally well-groomed, neat and tidy at all times when on duty.

8. Vehicle Maintenance

Sheriff's Officers are responsible for the care, maintenance and cleaning of official vehicles and suitable equipment and materials are to be supplied for those purposes.

9. Skill Development, Training and Promotion

To be eligible to be appointed to any promotional positions an officer will be required to satisfactorily complete the minimum training courses determined by the Sheriff from time to time to become eligible to apply for promotion on a competitive merit basis.

The Sheriff may from time to time prescribe those courses to be satisfactorily completed by all applicants at each promotional rank, and the frequency of continuing refresher training. Without limiting the foregoing a course or courses may be prescribed in the areas of:

- (i) ethical practice skills;
- (ii) client service skills;
- (iii) tactical and self-defence competencies;
- (iv) conflict management and resolution;
- (v) information technology skills;
- (vi) operational management;
- (vii) leadership and management.

10. Grievance and Dispute Settling Procedures

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

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

11. 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 an obligation to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - 1. any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 2. offering or providing junior rates of pay to persons under 21 years of age;
 - 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*;
 - 4. a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
 - 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.

12. Work Practice Reform

The parties are to work diligently, cooperatively and in good faith to achieve ongoing work practice reforms to improve the efficiency and effectiveness of Sheriff's Office operations.

13. Area Incidence and Duration

- (i) This award will apply to Sheriff's Officers of the Department of Communities and Justice (Courts, Tribunals and Service Delivery)
- (ii) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Sheriff's Officers) Award published 21 October 2016 (380 I.G. 1458), as varied.

- (iii) 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 13 August 2019.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.
- (iii) Changes made to this award subsequent to it first being published on 14 March 2008 have been incorporated into this award as part of the review.

PART B

MONETARY RATES

Table 1 - Salary Rates - Sheriff's Officers

The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award effective from the beginning of the first pay period to commence on or after 1 July 2019.

Position	Salary \$
Chief Inspector	
Year 2	94,327
Year 1	91,641
Inspector	
Year 2	88,184
Year 1	85,488
Sergeant	
Year 4	79,297
Year 3	76,931
Year 2	74,603
Year 1	72,418
Sheriff's officer	
Year 4	70,425
Year 3	68,543
Year 2	66,682
Year 1	64,779
Probationary Sheriffs officer	59,211

Table 2 - Meal Allowance

Capital cities and the following country centres:

Maitland
Newcastle
Port Macquarie
Wagga Wagga
Wollongong

Breakfast	\$24.90
Lunch	\$28.00
Dinner	\$47.75

All other NSW Country Centres

Breakfast	\$22.30
Lunch	\$25.85
Dinner	\$43.85

P. M. KITE, *Chief Commissioner*

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ROADS AND MARITIME SERVICES SCHOOL CROSSING SUPERVISORS AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Secretary, Department of Transport.

(Case No. 265174 of 2019)

Before Chief Commissioner Kite

11 September 2019

VARIATION

1. Delete the definition of "RMS Group" in clause 1, Definitions, of the award published 20 March 2020 (387 I.G. 379) and insert in lieu thereof the following:

"RMS Group" – means the group of staff designated by the Secretary of the Department of Transport in accordance with the *Transport Administration Act 1988* as being part of the RMS Group who are not part of any other Group of Staff. A Memorandum of Understanding dated 31 July 2019 between the Secretary of the Department of Transport and the Secretary of Unions NSW applies to any proposed changes to an employee's designation as being part of the RMS Group throughout the life of this Award. In the event of any dispute about the MOU, clause 5 Disputes Settlement Procedure applies.

2. This variation shall take effect on and from 11 September 2019.

P. M. KITE, *Chief Commissioner*

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SERIAL C9128

**ENTERPRISE AGREEMENTS APPROVED
BY THE INDUSTRIAL RELATIONS COMMISSION**(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)**EA20/05 - Tweed Shire Council Preserved Sick Leave Enterprise Agreement 2020**

Made Between: New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Local Government Engineers' Association of New South Wales; Development & Environmental Professionals Association of New South Wales.

New/Variation: Replaces EA17/02

Approval and Commencement Date: Approved and commenced 21 April 2020.

Description of Employees: The agreement applies only to employees employed by Tweed Shire Council prior to 15 February 1993 with continuous service of employment since that date, who have a preserved entitlement under Council Policy for the payout of untaken sick leave upon age retirement, who fall within the coverage of the Local Government (State) Award 2017.

Nominal Term: 36 Months.

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