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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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## **AMBULANCE SERVICE OF NEW SOUTH WALES - SYDNEY AMBULANCE CENTRE (EMPLOYEE CAR PARKING) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 161 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

### **REVIEWED AWARD**

1. Delete the definition of "SAC employee" from Part 1, Definitions of the award published 29 August 2008 (366 I.G. 392) and insert in lieu thereof the following:-

"SAC employee" means an employee of the Service whose normal place of employment is the SAC, Eveleigh, including employees of the Medical Retrieval Unit (MRU).

2. Insert after subclause (iv), of clause (2) of Part 2, Car Parking Subsidy for Employees, the following new subclause:
  - (v) Employee contributions under this Award shall be adjusted in direct proportion to variations to the cost to the service of the car parking spaces charged by ATP.
3. Delete clause (3) of Part 2 and re-number subsequent clauses accordingly.
4. Delete subclause (ii) in the re-numbered clause (3), No Further Claims, of Part 2 and insert in lieu thereof the following:
  - (ii) The benefits of this Award apply only to SAC employees and MRU employees while their normal place of work remains the SAC at Eveleigh.
5. Delete subclause (i) in the re-numbered clause (4), Dispute Resolution, of Part 2 and insert in lieu thereof the following:
  - (i) The provisions of clause 42, Issues Resolution of the Operational Ambulance Officers (State) Award published 11 February 2011 (371 IG 114) shall be used by the parties to resolve any disputes or grievances arising out of the operation of this Award.
6. Insert after subclause (i) in the re-numbered clause (5), Commencement and Term of Award, the following new sub-clauses:-
  - (ii) 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 NSW on 28 April 1999 (310 I.G. 359) take effect on 29 March 2012.
  - (iii) This award remains in force until varied or rescinded, the period for which it was made having already expired.

7. Delete Part 3, Schedule 1 "Identified MRU Employees.

C.G. STAFF *J*

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**AMBULANCE SERVICE OF NEW SOUTH WALES  
ADMINISTRATIVE AND CLERICAL EMPLOYEES (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 162 of 2012)

Before The Honourable Mr Justice Staff

19 March 2012

**REVIEWED AWARD**

1. Insert after subclause (b) of clause 39, Area, Incidence and Duration of the award published 30 December 2011 (371 I.G. 1457) the following new subclauses:
  - (c) 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 19 March 2012.
  - (d) This award remains in force until varied or rescinded, the period for which it was made already having expired.

C. G. STAFF J.

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**CROWN EMPLOYEES (CENTENNIAL PARK AND MOORE PARK  
TRUST BUILDING AND MECHANICAL SERVICES STAFF) AWARD  
2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 205 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

**REVIEWED AWARD**

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Workplace Reform Program
6.	Wage Rates
6A	School Based Apprentices
7.	General Conditions of Employment
8.	Deduction of Union Membership Fees
9.	Consultative Committee
10.	Grievance and Dispute Resolution Procedures
11.	Classification Standards
12.	Anti-Discrimination
13.	Sick Leave to Care for a Family Member
14.	Savings and Rights
15.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Allowances

**PART A**

**1. Title**

This award shall be known as the Crown Employees (Centennial Park and Moore Park Trust Building and Mechanical Services Staff) Reviewed Award 2012.

**2. Parties**

2.1 This Award has been made between the following parties:

Director-General of the Department of Premier and Cabinet

Chief Executive, Office of Environment and Heritage (OEH)

Communications, Electrical, Electronic, Information, Postal, Plumbers and Allied Services Union of Australia Plumbing Division (New South Wales Branch).

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

Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union. New South Wales Branch.

### 3. Definitions

Staff means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* and who, as 21 November 1997 were occupying one of the positions covered by this Award, or who, after that date, are appointed to or employed in one of such positions.

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

Union means the Communications, Electrical, Electronic, Information, Postal, Plumbers and Allied Services Union of Australia Plumbing Division (New South Wales Branch); The Construction, Forestry, Mining and Energy Union (New South Wales Branch), the Automotive, Foods, Metals, Engineering, Printing and Kindred Industries Union. (New South Wales Branch), having regard to their respective coverage.

### 4. Intention

- 4.1 The purpose of this award is to regulate the terms and conditions of employment of staff employed at Centennial Park who are engaged in the trades of Carpenter, Motor Mechanic, Painter and Plumber.
- 4.2 It is intended that this Award will align the wages of the staff employed under this award with the staff employed under the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award.
- 4.3 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.
- 4.4 This award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff, and the community.

### 5. Workplace Reform Program

- 5.1 The parties agree to the implementation of the following workplace reform processes.

#### 5.1.1 Rostered Days Off

- (i) Staff shall work a nine-day fortnight with all staff on duty on the same days, or by agreement.
- (ii) Rostered days off (RDOs) may be accumulated up to a maximum of five (5) per annum and shall be taken on days set by mutual agreement with management. Such days may be in conjunction with annual leave.

#### 5.1.2 Annual Leave Loading

Annual Leave Loading shall be paid annually on the last pay period in November.

#### 5.1.3 Afternoon Tea

Afternoon Tea to be taken only at the work site without interruption to work.



## 6. Wage Rates

- 6.1 Wage rates are contained in Table 1 of the award. All allowances have been rolled up into the total wage rate except for those allowances contained in Clause 7.3 of this Award.
- 6.2 Wages for staff covered by this award shall be adjusted by no less than any increase in the Crown Employees Wages Staff (Rates of Pay) Award 2011 and any successor award.
- 6.3 Apprentice staff shall be paid a percentage of the rate of pay applicable to Level Five (5), Year 1:
- Year One - 45%
  - Year Two - 60%
  - Year Three - 75%
  - Year Four - 85%

### 6A. School Based Apprentices

- 6A.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 6A.2 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 6A.3 For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- 6A.4 The wages paid for training time may be averaged over the school term or year.
- 6A.5 Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- 6A.6 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 6A.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- 6A.8 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- 6A.9 Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

## 7. General Conditions of Employment

- 7.1 Except as otherwise provided in this Award, staff shall be entitled to and shall observe the conditions of employment made pursuant to the provisions of the Public Sector Employment and Management Act 2002 and the Public Sector Employment and Management (General) Regulation 2009.
- 7.2 The provisions of the Crown Employees (Skilled Trades) Award shall also apply to staff covered by this Award, unless specifically varied by provisions of this Award.

- 7.3 All allowances previously paid to staff covered by this Award are to be rolled into salary with the exception of the following:
- 7.3.1 Chokage Allowance
- A weekly allowance specified on an annual basis at Item 1 of Table 2 will be paid to those staff required to undertake chokage work.
- 7.3.2 Plumbers Licence and Registration
- The Plumbers Licence and Registration will be paid weekly as set out on an annual basis at Item 4 of Table 2 for three licences, at Item 3 of Table 2 for two licences, At Item 2 for one licence and at Item 5 of Table 2 for registration.
- 7.4 The provisions of the Crown Employees (Skilled Trades) Award, which give staff, an entitlement to take a paid holiday as a Picnic Day shall continue to be applied with the holiday being taken on a working day nominated by the Director, between Christmas and New Year.
- 7.5 Conditions of service not covered by the Crown Employees (Skilled Trades) Award shall be regulated by the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied.
- 7.6 Where there is any inconsistency between this Award and the relevant industrial instruments covering the OEH and its staff, this Award shall prevail to the extent of the inconsistency.

#### **8. Deduction of Union Membership Fees**

- 8.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 8.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 8.3 Subject to (1) and (2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 8.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 8.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 8.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

#### **9. Consultative Committee**

- 9.1 A committee has been established to monitor the implementation of this Award and make, during its period of operation, recommendations to the Director of the Centennial Park and Moore Park Trust with regard to:
- (i) implementation of the classification levels and progressions between classifications levels as provided in Clause 11;
  - (ii) any other matters regarding the implementation of this Award.

- 9.2 The committee consists of representatives of management and representatives of the unions, which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.
- 9.3 The Committee shall meet from time to time as required.
- 9.4 Should the parties to the Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in Clause 10 will be followed.

#### **10. Grievance and Dispute Resolution 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 Department 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 Department Head.
- 10.6 The Department Head may refer the matter to the Director-General of Department of Premier and Cabinet for consideration.
- 10.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 10.8 A staff member, at any stage, may request to be represented by the Union.
- 10.9 The staff member or the Union 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.
- 10.10 The staff member, Union, department and Director-General of 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.
- 10.11 Whilst the procedures outlined in subclauses 10.1 to 10.9 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. Classification Standards**

- 11.1 A position falling within the scope of this Award will have assigned to it a classification level determined in accordance with the classification standards detailed below.

## 11.2 Broad banding Classifications

11.2.1 For the purposes of this Award, Level 5/6 is a broad-banded classification. Progression between Levels 5 & 6 is by way of a "soft" progression based on competency assessment and appeal processes that are to be agreed between the parties.

11.2.2 For the purposes of this Award, Level 7/8 is a broad-banded classification. Progression between Levels 7 & 8 is by way of a "soft" progression based on competency and appeal processes that are to be agreed between parties.

## 11.3 The following classification levels will apply:

### 11.3.1 Level 5

The occupant of a position established at Level 5 of this Award will:

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at trade level; and
- (b) Have a recognised trade certificate and possess the relevant Interpretation skills and other skills and relevant experience required to:
  - (i) perform trade level duties; and/or
  - (ii) supervise apprentices; and
  - (iii) communicate with supervisors and other staff.

### 11.3.2 Level 6

The occupant of a position established at Level 6 of this Award will:

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

### 11.3.3 Level 7

The occupant of a position established at Level 7 of this Award will:

- (a) Work independently on assigned specialist work and lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and

- (b) Have a recognised trades certificate, and have the skills and relevant supervisory experience required to:
  - (i) Manage as the Leader of a small team of staff (normally less than 6 staff) - supervising and training staff; and
  - (ii) Be accountable for completion for completion of work to agreed standards; and/or
  - (iii) Solve technical problems of limited complexity; and
  - (iv) Document and communicate technical data and information to other staff and/or the public.

#### 11.3.4 Level 8

The occupant of a position established at Level 8 of this Award will:

- (a) Work independently on assigned specialist work and lead a team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) Have a recognised trades certificate and have the skills and relevant supervisory experience required to:
  - (i) Manage a team of staff (normally less than 6 staff) - supervising and training staff; and
  - (ii) Be accountable for completion of work to agreed standard; and/or
  - (iii) Solve technical problems of some complexity; and
  - (iv) Document and communicate technical data and information to staff and/or the public.
- (c) Fulfil the requirements for progression to Level 8 based on the assessment and appeals processes agreed between the parties.

### **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 *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 that, by its terms or operation, has a direct or indirect discriminatory effect.
- 12.3 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.
- 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 *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.

NOTE:

- (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. Sick Leave to Care for a Family Member**

13.1 The provisions in the Crown Employees (Public Service Conditions of Employment) Award 2009 with respect to Sick Leave to Care for a Family Member will apply to staff covered by this Award.

### **14. Savings and Rights**

- 14.1 No staff member shall suffer a reduction in his or her rate of pay loss of or diminution of his or her conditions or employment as a consequence of the making of this Award.
- 14.2 Should there be a variation to the Crown Employees (Skilled Trades) Award, the Crown Employees Wages Staff (Rates of Pay) Award 2011 or the Crown Employees (Parks and Gardens - Horticulture And Rangers Staff) Reviewed Award 2012 or any award replacing those awards, the staff covered by this Award will maintain the same rates of pay relationship to the classification covered by the Crown Employees (Skilled Trades) Award or the Crown Employees (Parks And Gardens - Horticulture and Rangers Staff) Reviewed Award 2012 either by an application for variation, or the making of a new Award.

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

- 15.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Centennial Park And Moore Park Trust Building And Mechanical Services Staff) Award 2007 published 12 October 2007 (363 IG 1358), as varied.
- 15.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 28 March 2012.
- 15.3 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**

Building and Mechanical Services Officer	Pay Rates Effective 1 July 2006 \$	Pay Rates Effective 1 July 2007 \$	Pay Rates Effective 1 July 2008 \$	Pay Rates Effective 1 July 2009 \$	Pay Rates Effective 1 July 2010 \$	Pay Rates Effective 1 July 2011 \$
Level 5 Year 1	44,199	45,967	47,806	49,718	51,707	53,000
Level 5 Year 2	45,381	47,196	49,084	51,047	53,089	54,416
Level 6 Year 1	46,652	48,518	50,459	52,477	54,576	55,940
Level 6 Year 2	47,945	49,863	51,858	53,932	56,089	57,491
Level 7 Year 1	49,305	51,277	53,328	55,461	57,679	59,121
Level 7 Year 2	50,779	52,810	54,922	57,119	59,404	60,889
Level 8 Year 1	52,385	54,480	56,659	58,925	61,282	62,814
Level 8 Year 2	54,520	56,701	58,969	61,328	63,781	65,376

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount (1.7.06) Per Year	Amount (1.7.07) Per Year	Amount (1.7.08) Per Year	Amount (1.7.09) Per Year	Amount (1.7.10) Per Year	Amount (1.7.11) Per Year
1	7.3.1	Chokage	1,752	1,822	1895	1971	2050	2101
2	7.3.2	Plumber and Drainer when required to act on:						
		plumbers licence	1,829	1,902	1978	2057	2139	2192
		gasfitters licence	1,829	1,902	1978	2057	2139	2192
		drainers licence	1,829	1,902	1978	2057	2139	2192
3	7.3.2	plumbers and gasfitters licence	2,453	2,551	2653	2759	2869	2941
		plumbers and drainers licence	2,453	2,551	2653	2759	2869	2941
4		gasfitters and drainers licence	2,453	2,551	2653	2759	2869	2941
	7.3.2	plumbers, gasfitters and drainers licence	3,390	3,526	3667	3814	3967	4067
5	7.3.2	Registration allowance	1,405	1,461	1519	1580	1643	1684

C. G. STAFF J.

**CROWN EMPLOYEES (DEPARTMENT OF ATTORNEY GENERAL  
AND JUSTICE - ATTORNEY GENERAL'S DIVISION) (REPORTING  
SERVICES BRANCH) SOUND REPORTERS AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 94 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

**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

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AND SAFETY, INCIDENCE AND DURATION

10.	Grievance and Dispute Settling Procedures
11.	Anti-Discrimination
12.	Occupational Health and Safety
13.	Area, Incidence and Duration



## 2. Introduction, Intentions and Commitments, Parties

- 2.1 This Award shall be known as the "Crown Employees (Department of Attorney General & Justice - Attorney General's Division) - Reporting Services Branch) Sound Reporters Award 2007".
- 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 Attorney General & Justice - Attorney General's Division), the Department of Premier and Cabinet, 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, Occupational Health and Safety, Incidence and Duration.

## 3. Definitions

"Act" means the Public Sector Employment and Management Act 2002.

"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 Courts or Tribunals simultaneously. "Micro pauses" form part of the continuous period.

"Department" means the Department of Attorney General & Justice (Attorney General's 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.

"DPC" means the Department of Premier and Cabinet, as established under the Public Sector Employment and Management Act 2002.

"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 Public Sector Employment and Management Act 2002.

"Reporting Services Branch" means a business centre of the NSW Attorney General's Department.

"Sound Reporter Dual Remote" means a Multi-Skilled Sound Reporter who accurately records dual 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 1/7/2007	From first pay period on or after 1/7/2011
		\$	\$
Trainee Multi-Skilled Sound Reporter	1	46,320	53,407
Multi-Skilled Sound Reporter	2	49,012	56,509
Multi-Skilled Sound Reporter	3	50,356	58,060
Multi-Skilled Sound Reporter	4	51,784	59,705
Multi-Skilled Sound Reporter	5	53,344	61,505
Sound Reporter Dual Remote		55,010	63,425

4.2 All salary rates will be increased in accordance with the Crown Employees (Public Sector - Salaries 2008) 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 dual 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 clause 16 of the Public Sector Employment and Management (General) Regulation and the Personnel Handbook.
- 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.
- 6.9 Following implementation of this Award, subsequent recruitment for the positions of Multi-Skilled Sound Reporter and Sound Reporter Dual Remote will be in accordance with the merit based selection processes under the Public Sector Employment and Management Act NSW 2002.

### **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) 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 Create a team within RSB that will 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.
- 9.1.5 Renegotiate this Award at the completion of two years.

## **PART D - DISPUTE RESOLUTION, ANTI-DISCRIMINATION, OCCUPATIONAL 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 Department 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 Department Head.
- 10.6 The Department Head may refer the matter to the DPC for consideration.
- 10.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- 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 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.
- 10.10 The staff member, Association, Department and DPC 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 The parties to this Award agree to adhere to the provisions of the Workplace Health & Safety Act 2011.

- 12.2 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.
- 12.3 During the break from continuous monitoring referred to in subclause 12.2, 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) Award 2009.

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

- 13.1 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 28 March 2012.
- 13.2 Changes made to this award subsequent to it first being published on 26 October 2007 have been incorporated into this award as part of the review.

C. G. STAFF J.

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Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (DEPARTMENT OF EDUCATION AND COMMUNITIES - CATERING OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 115 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Temporary and Casual Employees
4.	Salaries
4A.	Apprentices
4B.	School Based Apprentices
5.	Hours of Duty
6.	Overtime
7.	Leave
8.	Weekends and Public Holidays
9.	Higher Duties Allowance
10.	Public Service Holiday
11.	Annual Leave Loading
12.	Utilisation of Staff
13.	Uniforms
14.	Grievance and Dispute Settling Procedures
15.	Consultative Committee
16.	Anti-Discrimination
17.	Area, Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Salaries

Table 2 - Academy Allowances

Appendix 1 - Competencies

Appendix 2 - Centre and Academy Locations

Appendix 3

### **PART A**

#### **1. Title**

This award shall be known as the Crown Employees (Department of Education and Communities - Catering Officers) Award.



## 2. Definitions

- 2.1 "Academy" refers specifically to the Sport and Recreation Centre at Narrabeen, the location of which is provided at Appendix 2.
- 2.2 "Centre" means a Departmental residential establishment or site as listed at Appendix 2 where instruction is provided in outdoor education, sport and recreation for all members of the community. It also includes any place designated as part of, or as an annex to, such an establishment.
- 2.3 "Centre Manager" means a person occupying a position of Centre Manager within a Centre or Academy.
- 2.4 "Director-General" means the Director-General of the Department of Education and Communities.
- 2.5 "Department" means the Department of Education and Communities.
- 2.6 "Employee" means and includes all persons permanently or temporarily employed under the provisions of the Public Sector Employment and Management Act 2002 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 or employed in any of such positions.
- 2.7 "Executive Director" means the Executive Director, Sport and Recreation.
- 2.8 "Service" means continuous service with the Department in a position covered by the award.
- 2.9 "Split Shift" means a shift whereby the rostered hours are performed over 2 separate periods, within a maximum span of 15 hours.
- 2.10 "Union" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.

## 3. Temporary and Casual Employees

- 3.1 A temporary employee is an employee engaged as a Catering Officer or Senior Catering Officer, consistent with Section 27 of the Public Sector Employment and Management Act 2002.
- 3.2 A temporary employee may be employed for a regular fixed period.
- 3.3 Temporary employees employed under 3.1 shall receive a salary commensurate with the individual's level of knowledge and experience as determined by the Centre Manager in accordance with the rates provided at Table 1.
- 3.4 A casual employee is an employee engaged as a Catering Officer or Senior Catering Officer, consistent with section 38 of the Public Sector Employment and Management Act 2002.
- 3.5 A casual employee may be employed on an hourly basis to meet specific short term needs consistent with the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 3.6 Casual employees shall receive a salary commensurate with the individual's level of knowledge and experience as determined by the Centre Manager in accordance with the hourly rates provided at Table 1 and receive a loading of 15 per cent.

## 4. Salaries

- 4.1 Salary rates applicable to employees shall be payable in accordance with Table 1 of Part B of this award. The level of salary at which an employee is to be remunerated shall be determined in accordance with the criteria set out at subclause 4.3.
- 4.2 Salary rates in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

4.3 The salary level applicable to an employee shall be determined in the following manner:

(a) Catering Officers Levels 1 to 3 - The applicable salary will be determined by the Centre Manager in consultation with the Senior Catering Officer, as outlined in subclause 4.9, and will be based on the employee meeting the required competencies for the level as defined at Appendix 1.

(b) Level 4 payable is to:

(i) Qualified employees who are competent to Level 3; and

(ii) Employees at Berry Centre who are competent to Level 3.

The entitlement for an unqualified employee to be remunerated at Level 4 at Berry is in consideration of isolation and single Catering Officer operation.

(c) Senior Catering Officers must be competent in all facets of catering, responsible for the oversighting and operation of the catering facilities within a Centre/Academy and responsible for the supervision of at least one employee on a full-time basis. Remuneration will be as follows:

(i) Unqualified Senior Catering Officers shall be paid at Level 4.

(ii) Qualified Senior Catering Officers shall be paid at Level 5.

4.4 For the purposes of this clause, qualifications recognised for the purposes of an employee being considered qualified and therefore being entitled to progress to a salary rate subject to qualification as provided for within subclause 4.2 shall be a TAFE Commercial Cooking Trade Certificate or equivalent as determined by the Executive Director.

4.5 The total salary provided for at Table 1 represents a salary plus a loading which incorporates:

(a) Penalty rates (other than overtime);

(b) Broken shifts;

(c) Laundry allowance;

(d) Annual leave loading.

The total salary does not include the payment of overtime.

4.6 In addition to the salary rates provided for at Table 1, an allowance shall be payable to employees employed at Academies, other than casual employees in recognition of the additional weekend work responsibilities and the nature of clientele of the Academies. The amount of this allowance is provided for in Table 2.

4.7 Casual employees' hourly rates of pay are as provided for at Table 1 plus a loading of 15% of the hourly rate.

4.8 The hourly rate for casual employees shall represent full remuneration for employment and include payment in lieu of annual leave, as provided for by the *Annual Holidays Act 1944*, and compensation for the nature of employment. Casual employees will generally not be entitled to any other leave entitlements unless the employee has served sufficient periods of employment under the *Public Sector Employment and Management Act 2002* or the *Public Sector Management Act 1988*, or the *Public Service Acts* of 1902 and 1979, which when combined, qualify the employee for Long Service Leave as provided by the *Long Service Leave Act 1955*, or other leave benefits approved by the Director-General, Department of Premier and Cabinet.

4.8.1 Casual employees shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006/Crown Employees (Public Service Conditions of Employment) Award 2009.

- (a) Unpaid parental leave in accordance with paragraph 12(iv)(d);
- (b) Personal Carers' entitlement in accordance with subclause 12(v); and
- (c) Bereavement entitlement in accordance with subclause 12(vi).

This entitlement is also set out at Appendix 3 of this Award.

4.9 Assessment of an employee's entitlement to progression from one level to another based on competencies shall be undertaken in the following manner:

- (a) Assessment shall be undertaken by the Senior Catering Officer.
- (b) The entitlement for assessment for progression shall not be limited by a specific time period.
- (c) An assessment may be undertaken at any time at the discretion of the Senior Catering Officer or at the request of the employee to be assessed.
- (d) Should no assessment be undertaken in accordance with point (c), an assessment will be held on the anniversary of the employee's initial employment.
- (e) Recommendations of the assessment process shall be submitted in writing by the Senior Catering Officer to the Centre Manager for approval. Should the Centre Manager not agree with the Senior Catering Officer's recommendation, the matter shall be referred to the Executive Director for determination.
- (f) Recommendations of the Senior Catering Officer are to be discussed with the assessed employee prior to the assessment being submitted to the Centre Manager.
- (g) The date of effect of the progression from one level to another shall be the date recommended by the officer responsible for undertaking the assessment.
- (h) The dispute resolution procedures contained under clause 14 may be used if a dispute arises concerning an employee's entitlement to progression and it is not resolved through the use of the above steps.

4.10 Unqualified employees who wish to undertake a trade test for the purposes of being considered qualified under the terms of this agreement shall be entitled to undertake a trade test at the Department's expense and will be considered on duty for the purpose of undertaking such a test.

4.11 Trade tests, as provided for at subclause 4.10, shall be limited to one test within any twelve month period for each employee.

#### **4A. Apprentices**

4A.1 The wage rate for apprentices shall be calculated by applying the following percentages to the Total Salary of a Level 4 employee specified in Table 1, Salaries of Part B, Monetary Rates of this award:

Four year apprentice cooks	% of Level 4
1st year (or equivalent training stage)	45
2nd year (or equivalent training stage)	60
3rd year (or equivalent training stage)	75
4th year (or equivalent training stage)	85
Adult, at age 21 or over, regardless of Year of Apprenticeship	85

"Equivalent training stage" recognises that credit may be given for training undertaken prior to the commencement of the apprenticeship or that progression through the wage scale may be accelerated or that the provisions of clause 4B, School Based Apprentices, apply.

- 4A.2 Apprentices who reach the age of 21 years prior to completion of their apprenticeship shall be paid the rate provided in subclause 4A.1 of this clause for an Adult at age 21 or over regardless of the Year of Apprenticeship.

#### **4B. School Based Apprentices**

- 4B.1 A school based apprentice is an employee who is undertaking an apprenticeship under a training contract while also enrolled in the Higher School Certificate.
- 4B.2 The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- 4B.3 For the purposes of subclause 4B.2 of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
- 4B.4 The wages paid for training time may be averaged over the school term or year.
- 4B.5 Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- 4B.6 School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
- 4B.7 The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- 4B.8 Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- 4B.9 Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

#### **5. Hours of Duty**

- 5.1 Employees shall be required to work up to 152 hours over a period of four weeks.
- 5.2 The hours of duty which may be required to be undertaken on any given day shall be a minimum of 4 and a maximum of 12, excluding meal breaks. At times, in order to meet client demand, it may be necessary to split the employee's shift. Not more than one split shift would be rostered in any shift.
- 5.3 Hours of duty shall not be restricted to specific hours of the day. However hours of duty between 7.00 p.m. and 6.00 a.m. shall only be able to be rostered or requested to be undertaken where it is considered that actual client demand requires such hours of duty to be undertaken.
- 5.4 The maximum number of shifts in excess of 10 hours an employee shall be rostered for duty on consecutive calendar days shall be two. No employee shall be rostered for more than 6 shifts in excess of 10 hours in any four week roster cycle.
- 5.5 Employees shall not be rostered for more than 10 days in either the first or second fortnight of the four-week roster period or rostered for any more than 10 consecutive calendar days over any period. Employees shall be entitled to a minimum of 9 days during any roster cycle for which they are to be rostered off duty.

- 5.6 Employees shall be entitled to a minimum of two consecutive days for which they are not rostered on duty in both the first and second fortnights of the four-week roster period.
- 5.7 Employees shall be entitled to a minimum of 10 hour break from duty between the cessation of one shift and the commencement of the next. Should no such break be provided, the employee shall be entitled to receive payment at overtime rates, as calculated in accordance with clause 6, Overtime, for all work undertaken until such time as a 10 hour break can be provided. This provision does not apply to cessation and recommencement as a consequence of a break within a split shift.
- 5.8 The distribution of weekend, public holiday and out of hour's work shall be allocated equitably between all employees subject to the ability of the Centre or Academy to meet client demand.
- 5.9 Employees shall not be permitted to work greater than five consecutive hours without taking a break from duty of not less than thirty minutes. This break from duty shall be without pay.
- 5.10 Hours of duty shall be determined by way of roster, which shall be displayed in an area available to all employees not less than 5 days prior to the commencement of the four-week roster cycle.
- 5.11 Rostered hours of duty may be required on any day of the week, Saturdays, Sundays and Public Holidays included.
- 5.12 Rostered hours of duty shall be prepared and approved by the Centre Manager or delegate to meet the business requirements of the Centre/Academy. Where possible, the Centre Manager or delegate will consider the needs of the employees and endeavour to equitably distribute work patterns.
- 5.13 In emergency situations, rosters may be varied by the Centre Manager provided that 24 hours notice is given to the employee of such a change.
- 5.14 Should an employee receive insufficient notice as to a variation to their rostered hours of duty in accordance with subclause 5.13, the employee shall receive payment at overtime rates for all hours which represent the difference between the hours of duty originally rostered and those being requested of the employee or time in lieu of payment of overtime calculated in accordance with Clause 6, Overtime.

## **6. Overtime**

- 6.1 Overtime refers to:
- (a) all hours of duty undertaken during a four week roster cycle in excess of 152; or
  - (b) all hours of duty undertaken on days which are in excess of 10 in any fortnight (i.e.: eleventh, twelfth, thirteenth or fourteenth days rostered in a fortnight); or
  - (c) hours undertaken on the twentieth day of rostered duty in a roster cycle; or
  - (d) hours undertaken beyond the hours of duty rostered on a particular day.
- 6.2 Subject to subclause 6.3, an employee may be required to work reasonable overtime at overtime rates.
- 6.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 6.4 For the purposes of subclause 6.3, what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
  - (b) the employee's personal circumstances including any family and carer responsibilities;

- (c) the needs of the workplace or enterprise;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) any other relevant matter.
- 6.5 Overtime shall be paid to employees at the rate equivalent to double that of the substantive hourly rate of pay calculated by dividing the weekly rate of pay (i.e.: annual salary divided by 52.17857) by 38.
- 6.6 An employee may elect to take leave in lieu of payment for all or part of his/her entitlement in respect to the overtime worked. Such leave in lieu may be accrued to a maximum of 80 hours to be utilised at a time convenient to both the employee and the Department.
- 6.7 Leave in lieu of payment in accordance with subclause 6.6 shall accrue at the rate of two hours for each hour's overtime undertaken and proportionately for periods of less than one hour. Proportions of overtime of less than 15 minutes shall be disregarded in determining the amount of accrued leave in lieu.
- 6.8 The minimum period of leave in lieu to which an employee may avail themselves is two hours and shall be taken in full hour multiples.
- 6.9 Any overtime accrued beyond the maximum prescribed at subclause 6.6, shall be automatically paid to the employee.
- 6.10 Managers and employees should make every effort to ensure leave in lieu entitlements are utilised prior to the termination of services. Payment for outstanding leave in lieu balances will only be made on the termination of the employee's services in exceptional circumstances, such as death or debilitating injury or illness, that result in the sudden and early termination of the contract.

### **7. Leave**

- 7.1 Leave entitlements shall be calculated in hours based on general public service leave provisions.
- 7.2 All absences from duty shall be determined based on the actual number of hours an employee is absent from duty and debited in two hourly proportions.
- 7.3 Absences from duty which do not total complete two hour portions shall be rounded up to the nearest two hour portion for the purposes of debiting leave.

### **8. Weekends and Public Holidays**

- 8.1 Employees who undertake duty on Saturdays, Sundays or Public Holidays shall receive compensation of additional recreation leave based on the following scale:

Number of Saturdays, Sundays and/or Public Holidays worked in a twelve month period	Additional Leave
8 - 12	1 day
13 - 20	2 days
21 - 30	3 days
31 - 40	4 days
41 or more	5 days

- 8.2 The number of days to be worked to entitle an employee to accrue additional recreation leave shall refer to the actual number of days an employee is required to undertake duty on either a Saturday, Sunday or Public Holiday irrespective of the number of hours an employee is required to perform on those days.
- 8.3 For the purposes of this clause the 12 month period shall commence from the effective date of this award.

- 8.4 Employees may only be rostered on duty on Public Holidays where client demand necessitates the need for them to be on duty.
- 8.5 For the purposes of rostering, Public Holidays shall be credited as 8 hours if an employee is not required to attend for duty or is required for duty for a period of less than 8 hours on that day. Should an employee be required to work on a Public Holiday for 8 hours or more, the actual hours of duty on that day shall be credited against the roster.
- 8.6 Employees who are required to undertake duty on a Saturday, Sunday or Public Holiday shall not be entitled to any additional payment.

#### **9. Higher Duties Allowance**

- 9.1 Higher duties allowance is only payable to employees required to relieve in classifications of a higher salary level for a period of 5 consecutive working days or more in accordance with the provisions of Part 4 Division 2 Higher Duties and Acting Allowances of the Public Sector Employment and Management Regulation 2009.

#### **10. Public Service Holiday**

- 10.1 All employees shall be entitled to receive one day off duty each year recognised as the Public Service Holiday.
- 10.2 The Public Service Holiday shall be any one of the calendar days which fall within the last calendar fortnight of each year and shall be considered as being an 8 hour day for the purposes of credit toward the 152 hour 4-week roster cycle.
- 10.3 Determination of the day to be granted to an employee as a Public Service Holiday shall be at the Centre Manager's discretion.
- 10.4 Employees shall be advised as to the day on which their Public Service Holiday is to be granted by no later than 1 December of each year.
- 10.5 Public Service Holiday provided for in this clause shall be in lieu of all picnic days provided for under industrial instruments governing employees covered by this award.

#### **11. Annual Leave Loading**

- 11.1 Total salary rates provided for by the terms of this award incorporate payment for annual leave loading.

#### **12. Utilisation of Staff**

- 12.1 Employees may be required, at the direction of the Centre Manager, to undertake duties of a Services Officer.
- 12.2 The discretion of the Centre Manager to utilise staff in accordance with subclause 12.1 shall only be used in situations where demand requires.
- 12.3 No employee shall be required to undertake functions of a Services Officer for which the employee has not been sufficiently instructed or in the absence of supervision from an appropriately trained person.
- 12.4 Employees shall not unreasonably refuse to undertake training and/or instruction in roles and responsibilities of the role of Catering Officer or Services Officer.

#### **13. Uniforms**

- 13.1 Employees shall be provided with uniforms so as each employee has the following articles available to them:

- 4 pairs of pants;
  - 4 aprons;
  - 4 jackets; and
  - 2 pairs of shoes
- 13.2 Articles of clothing provided in accordance with subclause 13.1 shall be replaced upon that particular article of clothing being deemed as unserviceable. The discretion as to the replacement of the article of clothing shall be that of the Centre Manager.

#### **14. Grievance and Dispute Settling Procedures**

- 14.1 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.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 The Department Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- 14.7 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.
- 14.8 An employee, at any stage, may request to be represented by the Association.
- 14.9 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.
- 14.10 The employee, Association, Department and the Director-General, 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.
- 14.11 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.



### 15. Consultative Committee

- 15.1 The parties will use the Department's Joint Consultative Committee to consider issues raised in relation to the Award and to recommend action if necessary. The parties agree to consider issues in a consultative and cooperative manner.
- 15.2 Recommendations from the Committee will be submitted to the Director-General with a request for a report back to the Committee.

### 16. Anti-Discrimination

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

### 17. Area, Incidence and Duration

- 17.1 This award shall apply to all employees employed for the purposes of cooking and general catering responsibilities in Centres and Academies of the Department of Education and Communities.
- 17.2 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 as provided for under the *Public Sector Employment and Management Act 2002* and Regulations and the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any replacement awards.

- 17.3 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 30 March 2012.
- 17.4 Changes made to this award subsequent to it first being published on 26 October 2007 (364 I.G. 1) have been incorporated into this award as part of the review.
- 17.5 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**

Effective from first full pay period after 1 July 2011				
Level	Base Salary Per Annum \$	Loading Per Annum \$	Total Salary Per Annum \$	Total Hourly Salary Rate \$
1	38,043	11,412	49,455	24.94
2	39,245	11,774	51,019	25.73
3	40,426	12,129	52,555	26.51
4	41,731	12,520	54,251	27.36
5	43,208	12,963	56,171	28.33

**Table 2 - Academy Allowance**

	Rates Effective from first full pay period after 1 July 2011	
	Annual \$	Hourly \$
Senior Catering Officer	4,322	2.18
Catering Officer	2,085	1.05
Apprentice	1,669	N/A

## APPENDIX 1

### Competencies

Level 1 - Competent in the following aspects of catering:

- (i) Knowledge of cleaning chemicals and their application.
- (ii) Knowledge of basic nutrition.
- (iii) Knowledge of food storage and handling procedures.
- (iv) Knowledge of kitchen and personal hygiene.
- (v) Knowledge of kitchen management and safety.
- (vi) Knowledge of catering equipment and an ability to utilise and operate such equipment.

(vii) Basic knowledge of Equal Employment Opportunity and Work, Health and Safety Acts.

Level 2 - In addition to the competency requirements of Level 1, competent in the following aspects of catering:

- (i) Ability to oversee stock control and arrange ordering of all food items as required.
- (ii) Knowledge of portion control.
- (iii) Ability to carry out menu planning.
- (iv) Basic knowledge of the Health Act and its relationship to kitchen operation.
- (v) Commitment to Equal Employment Opportunity principles; or  
a minimum of 5 years service within a Centre/Academy or equivalent experience and where, in accordance with the staff appraisal process, performance warrants such salary.

Level 3 - in addition to the competency requirements of Level 2, competent in the following aspects of catering:

- (i) Ability to undertake pastry cooking, butchery or other specialised cookery functions as considered appropriate.
- (ii) Ability to organise and undertake catering for functions such as weddings, dinner nights, etc.
- (iii) Ability to perform decoration with regard to food presentation.
- (iv) Ability to cater for special dietary needs. or  
a minimum of 10 years service within a Centre/Academy or equivalent experience and where, in accordance with the staff appraisal process, performance warrants such salary.

## **APPENDIX 2**

### **Centre and Academy Locations**

Berry Sport and Recreation Centre  
BERRY 2535

Borambola Sport and Recreation Centre  
660A Tarcutta Road  
WAGGA WAGGA 2650

Broken Bay Sport and Recreation Centre  
BROOKLYN 2083

Lake Ainsworth Sport and Recreation Centre  
LENNOX HEAD 2478

Lake Burrendong Sport and Recreation Centre  
MUMBIL 2820

Jindabyne Sport and Recreation Centre  
JINDABYNE 2627

Lake Keepit Sport and Recreation Centre  
GUNNEDAH 2380

Milson Island Sport and Recreation Centre  
BROOKLYN 2083

Myuna Bay Sport and Recreation Centre  
DORA CREEK 2264

Point Wolstoncroft Sport and Recreation Centre  
GWANDALAN 2259

Sydney Academy of Sport  
Wakehurst Parkway  
NARRABEEN2101

### APPENDIX 3

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

(a) The Department Head 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 reengagement of casual employees are not affected, other than in accordance with this clause.

(ii) 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 (iii) 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,

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

(B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee employed 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 employed 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.
- (iii) A family member for the purposes of (ii) (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.
- (iv) 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 employed 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."

C. G. STAFF J.

## CROWN EMPLOYEES (DEPARTMENT OF EDUCATION AND COMMUNITIES - CENTRE MANAGERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 116 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

### REVIEWED AWARD

#### PART A

Arrangement

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Classifications
5.	Appointment and Qualification Requirements
6.	Salaries
7.	General Conditions of Employment
8.	Saving of Rights
9.	Hours of Duty
10.	Residential Requirements
11.	Compensation for On-Call, Out-of-Hours, Weekend and Public Holiday Duty.
12.	Annual Leave Loading
13.	Deduction of Union Membership Fees
14.	Anti-Discrimination
15.	Grievance and Dispute Resolution Procedures
16.	No Extra Claims
17.	Area, Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Salaries

Table 2 - Annual Allowance

#### APPENDIX 1

Centre Locations

#### 1. Title

- 1.1 This award will be known as the Crown Employees (Department of Education and Communities - Centre Managers) Award.

## 2. Definitions

"Centre" refers to a departmental residential or non-residential venue (as listed at Appendix 1). It also includes any place designated as part of, or as annex to, such a venue.

"Centre Manager" refers to an employee occupying a position of Centre Manager in a residential Centre.

"Director-General" refers to the Director-General of the Department of Education and Communities.

"Director Commercial Services" refers to the Director Commercial Services of the NSW Sport and Recreation Division of the Department of Education and Communities.

"Director-General, Department of Premier and Cabinet" has the same meaning as in the *Public Sector Employment and Management Act 2002*.

"Director Properties and Venues" refers to the Director Properties and Venues of the NSW Sport and Recreation Branch of the Department of Education and Communities.

"Department" refers to the Department of Education and Communities.

"Employee" refers to and includes all persons permanently or temporarily employed under the provisions of the Public Sector Employment and Management Act 2002 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 or employed in any of such positions.

"Events Manager" refers to an employee occupying a position of Events Manager at a non-residential Centre

"Operations Manager" refers to an employee occupying a position of Operations Manager at a non-residential Centre.

"Program Coordinator" refers to an employee occupying a position of Program Coordinator in a Centre.

"Service" refers to continuous service with the Department in a position covered by the award.

"Service Co-ordinator" refers to an employee occupying a position of Services Co-ordinator in a Centre.

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

"Venue Manager" refers to an employee occupying a position of Venue Manager at a non-residential Centre

## 3. Parties

3.1 This award has been made between the following parties:

Director-General, Department of Premier and Cabinet

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

Department of Education and Communities

## 4. Classifications

4.1 The classifications covered by this award are:

Centre Manager (formerly known as General Manager)

Venue Manager

Program Coordinator (formerly known as Client Services Coordinator)

Operations Manager

Events Manager

Service Co-ordinator

Positions at Centres which have rostered and/or on-call responsibilities as determined by the relevant Director excluding Program Staff, Catering Officers and Services Officers.

- 4.2 Positions are classified in accordance with the classification and grading system approved by the Director-General, Department of Premier and Cabinet.

### **5. Appointment and Qualification Requirements**

- 5.1 The appointment or employment of employees to vacant positions will be in accordance with the principles of merit. Employees appointed to positions covered by this Award must possess relevant knowledge, skills and experience.
- 5.2 In addition to relevant knowledge, skills and experience, Program Coordinators are required to possess tertiary qualifications in a relevant field as determined by the Executive Director. Relevant fields include, but are not limited to, Education, Arts, Social Sciences, Applied Science, Health and Human Movement. The minimum entry level qualification required is a degree or alternatively, Certificate IV (Australian Qualifications Framework - AQF) Outdoor Recreation and relevant industry experience.

### **6. Salaries**

- 6.1 Salary rates applicable to classifications covered by this award will be payable in accordance with Table 1 - Salaries, of Part B, Monetary Rates.
- 6.2 Salary rates provided for in this award shall be adjusted in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any replacement award.

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

- 7.1 Employees shall be entitled to conditions of employment as set out in this award or, where this award is silent, conditions of employment as provided for under the Public Sector Employment and Management Act 2002 and Regulations and the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement award.

### **8. Saving of Rights**

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

### **9. Hours of Duty**

- 9.1 The contract working hours will be 35 hours per week averaged over a four week period. Rostered hours of duty may include any day of the week including Saturday, Sunday and public holidays.
- 9.2 Employees shall be rostered for 19 days within a four week roster cycle.
- 9.3 Employees shall not be rostered for more than 10 consecutive calendar days over any period.
- 9.4 Employees are entitled to nine days rostered off duty including a minimum of two x two consecutive rostered days off in any four week roster cycle. Where it is not possible to roster 9 days off in a four week roster cycle, the days not taken may be carried over and utilised in the next two roster cycles. If



not taken in the next two roster cycles the entitlement shall be forfeited, subject to the provisions of subclause 9.5 of this Award.

- 9.5 Where exceptional circumstances arise and it appears that the employee will not be able to take rostered days off carried over in accordance with subclause 9.4 or subclause 11.8 of this Award, the Director Commercial Services or the Director Properties and Venues may approve the rostered days off being carried forward provided the employee and their supervisor devise a strategy in writing to ensure that the rostered days off are taken. The identified strategy must be reported to and authorised by the Director Commercial Services or the Director Properties and Venues.
- 9.6 Hours of duty shall be determined by way of roster, which shall be displayed in an area available to all employees not less than seven days prior to the commencement of the four week roster cycle.
- 9.7 Weekend and public holiday duty is based on client demand at the Centre and shall be allocated equitably between the employees covered by this Award.

#### **10. Residential Requirements**

- 10.1 Employees employed under this Award at residential venues may be required to reside on-site. However, the Director Commercial Services has the authority to consider exemptions from this requirement.
- 10.2 The manner in which accommodation and food/meals are administered for employees shall be consistent with the Department's Centre meals and accommodation policy.

#### **11. Compensation for on-Call, Out-of-Hours, Weekend and Public Holiday Duty**

- 11.1 Employees are entitled to an annual allowance as specified in Table 2 - Annual Allowance, of Part B, Monetary Rates, and 25 days' recreation leave as compensation for out-of-hours, weekend and public holiday work, for being on-call and for duty undertaken after being "called" for duty. Recreation leave will be administered consistent with general public sector provisions.
- 11.2 The annual allowance will be adjusted in accordance with the Crown Employees (Public Sector - Salaries 2008) Award  
or any replacement award.
- 11.3 "On call" is defined as being available for additional duties, when not on duty performing rostered weekly contract hours. Employees are required to be on call to perform such additional duties (e.g. emergencies) on a rostered basis.
- 11.4 On-call duty shall be rostered equitably at each Centre between the employees covered by this Award.
- 11.5 A Centre Manager of a residential Centre may call for expressions of interest from employees in positions other than those positions covered by this award who wish to be considered as alternative on-call employees. This may only be instituted on a long-term basis where there are only two positions covered by this award in the staffing structure. No alternative employee can be forced to assume on-call responsibilities. Any such arrangement must be by agreement between the individual employee and the Centre Manager and will be subject to the approval of the Director Commercial Services. The Director Commercial Services will determine if the nominated employee is required to reside on-site.
- 11.6 On-call allowance may also be paid on a short-term temporary basis to an employee in a position other than those positions covered by this award when the normal recipient is on leave for a period of at least one week. The allowance is payable for the whole period of leave and not only for those days that the temporary recipient is rostered on-call.
- 11.7 All on-call conditions as determined by this clause shall apply to those employees elected. If an employee already receives an allowance for similar after-hours responsibilities under another industrial

instrument, the total of their on-call duties will not exceed the total of their duties under the first instrument.

- 11.8 Employees required to be called for duty whilst not rostered on duty and not rostered on call shall be entitled to the equivalent time off within the roster cycle. Where it is not possible for time off within that cycle, the time may be carried forward for a maximum of two roster cycles and must be taken in that period. If not taken the entitlement shall be forfeited, subject to the provisions of subclause 9.5 of clause 9 Hours of Duty of this Award.
- 11.9 The annual allowance is an all-inclusive payment that represents compensation for all incidences of employment. No additional entitlement accrues for employees who are called to perform duty whilst on call.

## **12. Annual Leave Loading**

- 12.1 Employees are entitled to an annual leave loading of 17.5% calculated on four weeks recreation leave.

## **13. Deduction of Union Membership Fees**

- 13.1 The union shall provide the Department with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 13.2 The union shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- 13.3 Subject to subclauses 13.1 and 13.2, the Department shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the Department to make such deductions.
- 13.4 Monies so deducted from the employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 13.5 Unless other arrangements are agreed to by the Department and the union, all union membership fees shall be deducted on a fortnightly basis.
- 13.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

## **14. Anti-Discrimination**

- 14.1 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.
- 14.2 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.
- 14.3 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.

- 14.4 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.
- 14.5 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.
- 14.6 The Department and its employees may also be subject to Commonwealth anti-discrimination legislation.
- 14.7 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **15. Grievance and Dispute Resolution Procedures**

- 15.1 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.
- 15.2 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.
- 15.3 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 Director-General or delegate.
- 15.4 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.
- 15.5 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 Director-General.
- 15.6 The Director-General may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- 15.7 If the matter remains unresolved, the Director-General 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.
- 15.8 An employee, at any stage, may request to be represented by the Union.

- 15.9 The employee or the Union on their behalf, or the Director-General may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 15.10 The employee, Union, Department and Director-General, 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.
- 15.11 Whilst the procedures outlined in subclauses 15.1 to 15.9 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.

### 16. No Extra Claims

- 16.1 Parties to this award undertake that, for the period of this award, they will not pursue any extra claims, except those allowed under section 17(3) of the *Industrial Relations Act 1996*.

### 17. Area, Incidence and Duration

- 17.1 This award shall apply to all employees employed by the Department of Education and Communities who, at the operative date of this award, are employed in the classifications specified in Clause 4, Classifications at the locations specified at Appendix 1 of this award.
- 17.2 The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions provided for by the Public Sector Employment and Management Act 2002 and Regulation 2009, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any replacement awards.
- 17.3 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 30 March 2012.
- 17.4 Changes made to this award subsequent to it first being published on published 26 December 2008 (366 I.G. 1492) have been incorporated into this award as part of the review.
- 17.5 The award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

Effective from the beginning of the first pay period to commence on or after 1 July 2011.

**Table 1 - Salaries**

Classification and Grades	1.7.11 Per annum \$
Clerk Grade 4 1 <sup>st</sup> year of service	63,425
Thereafter	65,376
Clerk Grade 5 1 <sup>st</sup> year of service	70,480
Thereafter	72,702

Clerk Grade 6 1st year of service Thereafter	75,552 77,767
Clerk Grade 7 1st year of service Thereafter	80,096 82,491
Clerk Grade 8 1st year of service Thereafter	85,928 88,660
Clerk Grade 9 1st year of service Thereafter	91,303 93,870
Clerk Grade 10 1st year of service Thereafter	97,702 100,613
Clerk Grade 11 1st year of service Thereafter	105,602 110,079
Clerk Grade 12 1st year of service Thereafter	116,974 122,128

**Table 2 - Annual Allowance**

	1.7.11 Per Annum \$
Annual Allowance (clause 11)	9,806

**APPENDIX 1****Centre Locations**

Crown Employees (Department of Education and Communities - Centre Managers) Reviewed Award 2012.

## Residential Venues

Berry Sport and Recreation Centre  
BERRY 2535

Borambola Sport and Recreation Centre  
WAGGA WAGGA 2650

Broken Bay Sport and Recreation Centre  
BROOKLYN 2083

Lake Ainsworth Sport and Recreation Centre  
LENNOX HEAD 2478

Lake Burrendong Sport and Recreation Centre  
MUMBIL 2820

Jindabyne Sport and Recreation Centre  
JINDABYNE 2627

Lake Keepit Sport and Recreation Centre  
GUNNEDAH 2380

Milson Island Sport and Recreation Centre  
BROOKLYN 2083

Myuna Bay Sport and Recreation Centre  
DORA CREEK 2264

Point Wolstoncroft Sport and Recreation Centre  
GWANDALAN 2259

Sydney Academy of Sport and Recreation  
NARRABEEN 2101

Non-Residential Venues

Sydney International Equestrian Centre  
HORSLEY PARK  
NSW 2164

Sydney International Shooting Centre  
CECIL PARK NSW 2171

Sydney International Regatta Centre  
CRANE BROOK NSW 2749

C. G. STAFF J.

## **CROWN EMPLOYEES (DEPARTMENT OF EDUCATION AND COMMUNITIES - PROGRAM OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 117 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

### **REVIEWED AWARD**

#### **PART A**

##### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties
5.	Appointment and Employment
6.	Rates of Pay
7.	Temporary and Casual Employment
8.	Mobile Positions
9.	General Conditions of Employment
10.	Hours of Duty
10A.	Public Holidays
11.	On Call
12.	Sport and Recreation Allowance
13.	Night Duty Allowance
14.	Recreation Leave and Annual Leave Loading
15.	Compensatory Leave
16.	Accommodation and Residential Requirements
17.	Staff to Client Ratios
18.	Protective Clothing and Equipment
19.	Immunisations
20.	Accreditations
21.	Professional Development
22.	Transfers Between Centres
23.	Variable Year Employment
24.	Deduction of Union Membership Fees
25.	Anti Discrimination
26.	Grievance and Dispute Resolution Procedures
27.	No Extra Claims
28.	Area, Incidence and Duration

#### **PART B**

Table 1 - Rates of Pay - Program Officers - Permanent Employees

Table 2 - Rates of Pay - Program Officers - Temporary and Casual Employees

Table 3 - Rates of Pay - Assistant Instructor and Program Officer (Instructor)

Table 4 - Allowances

## SCHEDULES

Schedule 1 - Centre Locations

Appendix 1 - Casual Leave Entitlements

## 2. Title

- 2.1 This award will be known as the Crown Employees (Department of Education and Communities - Program Officers) Award.

## 3. Definitions

"Act" means the *Public Sector Employment and Management Act 2002*.

"AQF" refers to the Australian Qualifications Framework.

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

"Assistant Group Leader" refers to an employee employed on a temporary or casual basis to learn the role of group leader who may also be required to assist group leaders and program officers in the delivery of programs that are non-educational outcomes based.

"Bivouac" refers to an under canvas/camping activity conducted by Program Officers for client groups.

"Centre" refers to a Departmental residential establishment or site as listed at Schedule 1 where instruction is provided in outdoor recreation for members of the community. It also includes any place designated as part of, or as an annex to, such an establishment.

"Centre Manager" refers to the Centre Manager of a Centre of the Department.

"Day Duty" refers to hours of duty performed between 7.00am and 7.30pm but does not include meal breaks or periods where an employee is on call.

"Department" means the Department of Education and Communities.

"Director Commercial Services" means the Director Commercial Service, Sport and Recreation Division of the Department.

"Director-General" means the Director-General of the Department.

"Director-General, Department of Premier and Cabinet" has the same meaning as in the *Public Sector Employment and Management Act 2002*.

"Employees" means all persons employed under the provisions of the Act as permanent, temporary or casual employees and who as at the operative date of this award were occupying a position covered by this award, or who, after that date, are appointed to or employed in any such position.

"Executive Director" means the Executive Director, Sport and Recreation.

"Hours of Duty" refers to the period of time an employee is rostered to deliver client services on day duty, night duty and on duty during a bivouac, but does not include meal breaks or periods where an employee is on call.

"Night Duty" refers to hours of duty performed between 7.30pm and 7.00am but does not include meal breaks or periods where an employee is on call.



"On Call" refers to periods where an employee is required to be in attendance at the workplace or at a bivouac but during which the employee is off duty and is permitted to undertake personal activities including sleep but, where circumstances require it, may be called to duty. Periods of on call shall not be regarded as rostered hours of duty.

"Program Officer" refers to an employee employed to deliver programs, services and products encompassing structured educational programs, coordination, coaching and instruction of sport and recreational activities and provision of liaison services to community, sporting, corporate and other client groups.

"Program Officer (Group Leader)" refers to an employee employed on a temporary or casual basis to provide instruction and deliver programs that are non-educational outcomes based.

"Regulation" means the Public Sector Employment and Management Regulation 2009.

"Sport and Recreation" means the Sport and Recreation division of the Department.

#### **4. Parties**

4.1 This award has been made between the following parties:

- (i) Director-General, Department of Premier and Cabinet
- (ii) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales
- (iii) Department of Education and Communities

#### **5. Appointment and Employment**

- 5.1 The appointment or employment of employees to vacant positions will be by competitive merit selection, or by transfer between like positions, as set out in the Act.
- 5.2 Program Officers will be appointed or employed on the basis of possessing tertiary qualifications in a relevant field and appropriate knowledge, skills and experience as determined by the Executive Director. Relevant fields include, but are not limited to, Education, Arts, Social Sciences, Applied Science, Health and Human Movement. The minimum entry level qualification required is a degree or alternatively, Certificate IV (AQF) Outdoor Recreation and relevant industry experience.
- 5.3 Program Officer (Group Leaders) and Assistant Group Leaders are employed on a temporary or casual basis only.
- 5.4 Assistant Instructors must have completed four years of secondary education and have attended a Departmental introductory training camp or have equivalent experience in a similar environment.
- 5.5 Program Officer (Group Leader) must meet the requirements of Assistant Instructor and in addition hold a current Royal Life Saving Society (RLSS) Swim and Survive Award, Resuscitation Award, First Aid Qualification and have obtained Sport and Recreation Activity Accreditation Scheme (SRAAS) accreditation as prescribed by the SRAAS policy. In addition, Program Officer (Group Leader) must have been employed on a minimum of two occasions as an Assistant Group Leader or provide evidence of equivalent experience and/or qualifications.

#### **6. Rates of Pay**

- 6.1 Rates of pay are specified at Part B, Tables 1, 2 and 3 of this award. The minimum salary level to which a Program Officer will be appointed to shall be the rate specified at Level 3, Table 1.
- 6.2 Rates of pay provided for in this award will be adjusted in accordance with variations to the Crown Employees (Public Sector - Salaries 2008) Award or any replacement award.

### **7. Temporary and Casual Employment**

- 7.1 A temporary employee may be employed under section 27 of the Act to carry out the duties of a position that is temporarily vacant or to provide additional assistance during busy periods. The nature of the employment will be regular and for a fixed period of time.
- 7.2 A casual employee may be employed under section 38 of the Act. The nature of the employment will be irregular, intermittent, of short duration and may have arisen due to unforeseen staff shortages or emergencies.
- 7.3 Temporary and casual Program Officers will be paid on a daily or half daily basis at the appropriate rate prescribed in Part B, Table 2 of this Award commensurate with their skills, experience and qualifications as determined by the Centre Manager.
- 7.4 The casual rates of pay for Program Officer specified at Part B, Table 2 include a loading and represent full remuneration for employment (including recreation leave), with the exception of entitlements provided in Clause 13, Night Duty Allowance, and at Appendix 1 of this award.
- 7.5 The rates of pay for Program Officer (Instructor) and Assistant Instructor are specified at Part B, Table 3. These rates represent full remuneration of employment with the exception of entitlements provided under subclause 7.7 of this clause and Clause 13, Night Duty Allowance, of this award.
- 7.6 Temporary and casual employees may be engaged for a period of less than one full day within the term of their employment. An employee engaged on a half-day basis (up to 3.5 hours) shall attract a salary of 50% of the rate specified at Part B, Table 2 for program officers or Table 3 for Program Officer (Instructors) or Assistant Instructors. Duty that extends beyond half day (3.5 hours) shall attract the full daily rate of pay.
- 7.7 Temporary Program Officers, Program Officer (Group Leaders) and Assistant Group Leaders engaged for periods of three months or less will receive 6/46ths of salary earned during their employment in lieu of recreation leave entitlements when their period of employment ends.

### **8. Mobile Positions**

- 8.1 Three permanent mobile program officer positions will be established by the Department. These positions will be based at Sport and Recreation's central office however employees appointed to these positions will be deployed across locations where the need arises.
- 8.2 Travel allowances for employees in mobile positions will be payable in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009, or any replacement award.
- 8.3 Employees appointed to mobile positions may apply to transfer to an advertised program officer vacancy permanently established at a Centre or Academy after 12 months continuous service in a mobile position. Such transfers will require the approval of the Director Commercial Services.
- 8.4 The Association will be consulted if the Department proposes to increase the number of mobile positions established.

### **9. General Conditions of Employment**

- 9.1 All other conditions not specified in this award shall be provided in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement award.

### **10. Hours of Duty**

- 10.1 The contract hours of duty will be 35 hours per week, exclusive of meal breaks and shall be worked over 20 days within a four week roster cycle. Hours of duty may be undertaken on any day of the week and may comprise day duty and night duty.

- 10.2 Employees will be rostered according to client needs and may be required to commence duty at any time during the day.
- 10.3 Rosters will be displayed in an area available to all employees no less than five (5) days before the beginning of the four week roster cycle. A roster may be altered at any time to enable the service of a Centre to be delivered. A minimum of 24 hours notice of roster variations will be given wherever possible.
- 10.4 An employee may be requested to work when a rostered employee is absent from duty on account of illness, in an emergency or due to unforeseen circumstances but only if it reasonable for the employee to be required to do so.
- 10.5 An employee may refuse to work additional hours resulting from a roster change in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
- (i) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
  - (ii) any risk to employee health and safety;
  - (iii) the urgency of the work required to be performed, the impact on the operational commitments of the organisation and the effect on client services;
  - (iv) the notice (if any) given by the Manager and by the employee of their intention to refuse to work the additional hours, or
  - (v) any other relevant matter
- 10.6 Employees will be rostered for 20 days within a four week roster cycle. Permanent and temporary program officers who are required to undertake duty on days in excess of 20 days in a four week roster cycle shall be entitled to accumulate one day compensatory leave for each day worked in excess of twenty.
- 10.7 Night duty and hours worked in excess of 35 hours per week by permanent and temporary program officers are compensated by way of payment of the sport and recreation allowance (see clause 12), additional recreation leave (see subclause 14.2) and compensatory leave (see clause 15).
- 10.8 Wherever practicable, an unpaid meal break of 30 minutes must be provided to and taken by employees after every five hours of continuous duty. Where it is not possible for an employee to be provided with an uninterrupted meal break, the meal break will be counted as part of the employee's hours of duty.
- 10.9 All employees must record their hours of duty each day in an approved form, specifying start and finish times and meal breaks.

#### **10A. Public Holidays**

- 10A.1 Employees rostered for duty on a Public Holiday shall count the hours actually worked towards their contract hours of duty and the day shall be counted as a day worked within the four week roster cycle.
- 10A.2 Public Holiday duty is compensated by way of payment of the sport and recreation allowance (see clause 12) and compensatory leave (see paragraph (ii) of subclause 15.1).
- 10A.3 Employees not rostered for duty on a Public Holiday shall count 7 hours towards their contract hours of duty and the day shall be counted as a day worked within the four week roster cycle.

### **11. On Call**

- 11.1 Employees may be required to perform on call duties as a regular part of their role to support the safety and welfare of clients. When on call overnight, an employee will be required to reside on site in Centre accommodation in order to respond immediately to emergencies or situations requiring the assistance of an employee.
- 11.2 Employees will be provided with free lodging for each night they are required to be on call overnight.
- 11.3 Employees must report any disturbances to the Centre Manager. If the incident is serious and/or resulted in a significant disruption to the employee's sleep, the Centre Manager will be required to make an assessment of the employee's ability to continue duty if rostered on the next day.
- 11.4 Compensation for on call undertaken by permanent and temporary program officers is provided through payment of the sport and recreation allowance (see clause 12 of this award) and compensatory leave (see clause 15 of this award).

### **12. Sport and Recreation Allowance**

- 12.1 The sport and recreation allowance prescribed in Part B, Table 4 of this award is payable to all permanent Program Officers, except as provided at subclause 12.7 of this clause.
- 12.2 Temporary Program Officers shall be entitled to the daily allowance prescribed in Part B, Table 4 for each day they are employed. Casual Program Officers and instructional staff are not entitled to the sport and recreation allowance.
- 12.3 The sport and recreation allowance is payable for all incidences of employment, except as provided at subclause 12.5 of this award, and will be regarded as part of salary for superannuation purposes.
- 12.4 The sport and recreation allowance is in lieu of:
- (i) overtime payments and allowances paid for:
    - night duty and/or on call on up to eight occasions in a roster period
    - weekend work
    - public holiday duty
  - (ii) meal interruptions
  - (iii) working in adverse conditions (for example, but not restricted to, inclement weather).
- 12.5 The sport and recreation allowance does not compensate for employees sleeping outdoors as part of a bivouac, who shall be paid a camping allowance as provided in Table 1 - Allowances of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement award. The camping allowance shall be paid at the rate applicable for a Non Established Camp, as determined by the Director-General, Department of Premier and Cabinet from time to time.
- 12.6 The sport and recreation allowance will be adjusted in accordance with variations to the Crown Employees (Public Sector - Salaries 2008) Award or any replacement award.
- 12.7 The sport and recreation allowance will not be payable during temporary transfers to positions that are not covered by this award.

### **13. Night Duty Allowance**

- 13.1 Casual Program Officers are entitled to the night duty allowance prescribed at Part B, Table 4 of this award if they are rostered for night duty or are required to be on call overnight.

- 13.2 Program Officer (Group Leaders) are entitled to the allowance specified at Part B, Table 4 of this award if they are required to be on call overnight.
- 13.3 Assistant Group Leaders are not eligible to receive the night duty allowance as they are not required to perform night duty.

#### **14. Recreation Leave and Annual Leave Loading**

- 14.1 Employees shall be entitled to recreation leave as provided for in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement award.
- 14.2 In addition to the entitlements under subclause 14.1 of this clause, employees shall be entitled to accrue an additional ten days recreation leave per annum as compensation for day duty performed that is in excess of the contract hours of duty.
- 14.3 An employee shall take at least two consecutive weeks of recreation leave every 12 months, except by agreement with the Director Commercial Services in special circumstances.
- 14.4 Employees are entitled to accrue up to a maximum of 40 days recreation leave before they will be directed to take a minimum of two weeks recreation leave within three months of the notification at a time convenient to the Centre.
- 14.5 The employee will be notified when accrued recreation leave reaches 50 days and will be directed to take at least two weeks recreation leave within six weeks of the notification. This leave is to be taken at a time convenient to the Centre.
- 14.6 Rates of pay provided for in this award at Part B, Tables 1, 2 and 3 incorporate payment for annual leave loading.

#### **15. Compensatory Leave**

- 15.1 Permanent and temporary Program Officers will accrue compensatory leave, subject to subclause 15.2 of this clause, in the following circumstances:
- (i) In accordance with subclause 10.6 of clause 10, Hours of Duty, of this award, one day of compensatory leave will accrue for each day worked in excess of 20 in a roster cycle.
  - (ii) Employees rostered for duty on a public holiday at any time during the roster cycle shall accrue 1.5 days compensatory leave.
  - (iii) Employees who are rostered to perform night duty or are required to be on call overnight on more than eight occasions in any roster period shall accrue compensatory leave as follows:
    - one day of compensatory leave will accrue for overnight night duty/on call
    - a half day of compensatory leave will accrue for night duty/on call that does not require the employee for the entire night provided a minimum of 7 hours duty in total (day and night duty) has been worked.Employees can be rostered for night duty or required to be on call overnight on up to eight occasions in each roster period before compensatory leave accrues.
  - (iv) The number of nights rostered to achieve accrual of compensatory leave will be pro-rated for each week of leave taken in a roster period:
    - Where one week of leave is taken compensatory leave will accrue in accordance with paragraph (iii) of this subclause when the employee is required to perform night duty or be on call overnight on more than 6 occasions

Where two weeks of leave is taken compensatory leave will accrue in accordance with the said paragraph (iii) when the employee is required to perform night duty or be on call overnight on more than 4 occasions

Where three weeks of leave is taken compensatory leave will accrue in accordance with the said paragraph (iii) when the employee is required to perform night duty or be on call overnight on more than 2 occasions

- (v) Hours of duty performed in excess of 40 hours per week will attract compensatory leave, on an hour for hour basis, up to a maximum of 91 hours per annum. Compensatory leave accrued under this paragraph is not counted towards the limit on accumulation set at subclause 15.2 for compensatory leave accrued under paragraphs (i)-(iv) of this subclause.

- 15.2 Employees may accumulate up to ten days compensatory leave accrued in accordance with paragraphs (i), (ii), (iii) and (iv) of subclause 15.1 of this clause.
- 15.3 Employees should use their compensatory leave in the roster cycle following the roster in which it was accrued, wherever possible.
- 15.4 Employees may be directed by the Centre Manager to take accrued compensatory leave during seasonal downturns and quiet times.
- 15.5 Compensatory leave balances should be reduced to zero at the commencement of each year, or before a transfer to another Centre or to a position not covered by this award.

#### **16. Accommodation and Residential Requirements**

- 16.1 Program Officers who elect to reside in separate housing accommodation, where available, within a Centre shall pay rent on accommodation as determined by the Executive Director.
- 16.2 Program Officers who elect to reside in separate housing accommodation, where available, within a Centre shall pay a utilities charge as determined by the Executive Director. This charge shall be considered payment of the employee's contribution to the cost of personal electricity, gas/heating and telephone use.
- 16.3 Program Officers who elect to occupy shared accommodation where it is available within a Centre are not required to pay rent on the days when they are rostered on program duty. Rent will be paid at all other times in accordance with the Meals & Accommodation Policy.

#### **17. Staff to Client Ratios**

- 17.1 The number of clients to which a Program Officer or Program Officer (Group Leader) shall be required to supervise in the participation of an outdoor recreation activity shall be limited to 32 unless the employee is accompanied by another adult or visiting teacher.
- 17.2 Assistant Group Leaders must be accompanied by another Program Officer, Program Officer (Group Leader), adult or visiting teacher when providing instruction.

#### **18. Protective Clothing and Equipment**

- 18.1 The Department will provide permanent and temporary employees employed for periods in excess of 12 months with the following items:
  - (i) 1 x pair of sunglasses (approved by the NSW Cancer Council)
  - (ii) 1 x sunhat that provides adequate sun coverage
  - (iii) Sunscreen

- (iv) 1 x sleeping bag
- (v) 1 x gortex raincoat
- (vi) 1 x 2-way radio for use during activities held off-site

All items may be retained by the employee, with the exception of the two-way radio which must be returned to the Centre when the employee leaves his/her position.

- 18.2 Permanent and temporary employees will be paid a laundry allowance as provided in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement award.
- 18.3 Clothing and equipment specified under subclause 18.1 of this clause will be purchased in accordance with NSW Government Procurement Guidelines and where possible, goods will be Australian Made.

### **19. Immunisations**

- 19.1 The Department will offer all permanent and temporary employees who are to be employed for three months or longer, immunisations against Hepatitis A and Hepatitis B. The Department will fund the cost of the injections including the post vaccination serology tests.

### **20. Accreditations**

- 20.1 The Department will support the continuing first aid and resuscitation accreditation of Program Officers and will fund the cost of the training and provide paid time for the employee to achieve this accreditation.
- 20.2 The Department may provide support for other accreditations deemed essential for employees at specific locations. These could include, but are not limited to, boat licences and bus licences.

### **21. Professional Development**

- 21.1 The Department is committed to the professional development of employees. The Department will identify the training and development needs of employees and provide opportunities for skill and professional development. In turn employees will undertake to professionally develop their skills and knowledge and apply these to the best of their ability.

### **22. Transfers Between Centres**

- 22.1 After two years of continuous service, an employee may apply for transfer to an advertised vacancy at another Centre. Such transfers will require the approval of the Director Commercial Services.
- 22.2 An employee's place of work may be changed by approval of the Director Commercial Services from one Centre to another on a temporary basis for reasons of skills transfer, to meet seasonal or unexpected client demand, emergency or at the employee's request.
- 22.3 If a Centre is closed due to seasonal demand, or is temporarily not providing services for reasons of emergency, employees may be required to temporarily relocate to another Centre for up to one roster period with extension by mutual agreement or, alternatively to take accrued leave.
- 22.4 Subclauses 22.2 and 22.3 of this clause will be subject to consultation with the employee and personal circumstances will be taken into account.
- 22.5 Transfers between Centres will be in accordance with the provisions of the Act and the guidelines issues by the Director-General, Department of Premier and Cabinet from time to time.

### **23. Variable Year Employment**

- 23.1 Permanent employees may choose to take a year's leave after working for a period of four (4) years with the Department. This leave may be unpaid or paid leave.
- 23.2 Employees may choose to have regular deductions from their pay for the preceding four years to allow for the fifth year of employment to be on full or part pay.
- 23.3 Employees may take advantage of variable year employment for reasons of family responsibilities, academic study, travel, or alternative employment.
- 23.4 Applications for variable year employment will be submitted to the Director Commercial Services for approval. The employee will retain a right of return to their original position.

### **24. Deduction of Union Membership Fees**

- 24.1 The Association will provide the Department with a schedule setting out fortnightly union membership fees payable by members of the union in accordance with the union's rules.
- 24.2 The Association will advise the Department of any change to the amount of fortnightly union membership fees made under its rules. Any variation to the schedule of fortnightly union membership fees payable will be provided to the Department at least one month in advance of the variation taking effect.
- 24.3 Subject to subclauses 24.1 and 24.2 of this clause, the Department will deduct union 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 Department to make such deductions.
- 24.4 These deductions from a employee's pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the employee's union membership accounts.
- 24.5 Unless the Department and the Association agree to other arrangements, all union membership fees will be deducted on a fortnightly basis.
- 24.6 Where an employee has already authorised the deduction of union membership fees from his or her pay before this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **25. Anti Discrimination**

- 25.1 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 or responsibilities as a carer.
- 25.2 It follows that in fulfilling their obligations under the Grievance and Dispute Resolution Procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 25.3 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.
- 25.4 Nothing in this clause is to be taken to affect:
  - (i) any conduct or act which is specifically exempted from anti-discrimination legislation;



- (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 25.5 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.

## **26. Grievance and Dispute Resolution Procedures**

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 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.
- 26.5 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.
- 26.6 The Department Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- 26.7 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.
- 26.8 An employee, at any stage, may request to be represented by the Association.
- 26.9 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.
- 26.10 The employee, Association, department and Director-General, 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.
- 26.11 Whilst the procedures outlined in subclauses 26.1 to 26.9 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

### 27. No Extra Claims

The parties to this award undertake that for the period of this award, they will not pursue any extra claims except those allowed under section 17(3) of the Industrial Relations Act 1996.

### 28. Area, Incidence and Duration

- 28.1 This award will apply to all staff employed by the Department who are employed in the classifications of Program Officer, Program Officer (Group Leader) and Assistant Group Leader.
- 28.2 The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions provided for by the Public Sector Employment and Management Act 2002 and Regulation 2009, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any replacement awards.
- 28.3 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 30 March 2012.
- 28.4 Changes made to this award subsequent to it first being published on 11 July 2008 (366 I.G. 159) have been incorporated into this award as part of the review.
- 28.5 The award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

**Table 1 - Rates of Pay - Program Officers - Permanent Employees**

Classification	Salary Level	Rate of Pay (\$ per annum) First Pay Period following (FPPF) 1.7.11
Program Officer	Level 1	50,020
	Level 2	51,980
	Level 3	54,913
	Level 4	58,838
	Level 5	60,797
	Level 6	63,749
	Level 7	66,683
	Level 8	69,634
	Level 9	72,567
	Level 10	75,517
	Level 11	78,447
	Level 12	80,410

**Table 2 - Rates of Pay - Program Officers - Temporary and Casual Employees**

Classification	Salary Level	Temporary Employees FPPF 1.7.11 (per day) \$	Casual Employees FPPF 1.7.11 (per day) \$
Program Officer	Level 1	192.00	215.70
	Level 2	199.00	224.16
	Level 3	210.00	236.81
	Level 4	226.00	253.70
	Level 5	233.00	262.21
	Level 6	244.00	274.88
	Level 7	256.00	287.54
	Level 8	267.00	300.26
	Level 9	278.00	312.91
	Level 10	289.00	325.65
	Level 11	301.00	338.29
	Level 12	308.00	346.73

**Table 3 - Rates of Pay - Assistant Group Leader & Program Officer (Group Leader)**

Classification	Salary Level FPPF 1.7.11 (per day) \$
Assistant Group Leader	52.58
Program Officer (Group Leader)	167.63 203.35

**Table 4 - Allowances**

Allowance	Clause reference	Amount FPPF 1.7.11 \$
Sport and recreation allowance - permanent Program Officers	Subclause 12.1	9,806 per annum
Sport and recreation allowance - temporary Program Officers	Subclause 12.2	37.59 per day
Night duty allowance - casual Program Officers	Clause 13	80.23 per night
Night Duty allowance - Program Officer (Group Leader)	Clause 13	38.71 per night

**SCHEDULE 1****CENTRE AND ACADEMY LOCATIONS**

Berry Sport and Recreation Centre  
660 Coolangatta Road  
BERRY NSW 2535

Borambola Sport and Recreation Centre  
1980 Sturt Highway  
WAGGA WAGGA NSW 2650

Broken Bay Sport and Recreation Centre  
BROOKLYN NSW 2083

Lake Ainsworth Sport and Recreation Centre  
Pacific Parade  
LENNOX HEAD NSW 2478

Lake Burrendong Sport and Recreation Centre  
Tara Road  
MUMBIL NSW 2820

Jindabyne Sport and Recreation Centre  
The Barry Way  
JINDABYNE NSW 2627

Lake Keepit Sport and Recreation Centre  
Fitness Camp Road  
GUNNEDAH NSW 2380  
Milson Island Sport and Recreation Centre  
BROOKLYN NSW 2083

Myuna Bay Sport and Recreation Centre  
Main Road  
DORA CREEK NSW 2264

Point Wolstoncroft Sport and Recreation Centre  
Kanangra Drive  
GWANDALAN NSW 2259

Sydney Academy of Sport and Recreation  
Wakehurst Parkway  
NARRABEEN NSW 2101

## APPENDIX 1

- (i) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, of the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) 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.
- (ii) 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 (iii) 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,
  - (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (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.

(iii) A family member for the purposes of paragraph (ii) (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 and legal guardian), grandparent, grandchild or sibling of the employee or of spouse or of 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.

(iv) 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.

C.G. STAFF *J*

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Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (DEPARTMENT OF EDUCATION AND COMMUNITIES - SERVICES OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 118 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Objects of the Award
5.	Temporary and Casual Employees
6.	Salaries
7.	Uniforms and Laundry Allowance
8.	Hours of Duty
9.	Overtime
10.	Leave
11.	Weekends and Public Holidays
12.	Higher Duties Allowance
13.	Public Service Holiday
14.	Annual Leave Loading
15.	Flexible Use of Staff
16.	Anti Discrimination
17.	Work Health and Safety
18.	Grievance and Dispute Settling Procedures
19.	Deduction of Union Membership Fees
20.	Consultative Committee
21.	Area, Incidence and Duration

#### Schedules

1.	Centre Locations
2.	Services Officer Competencies
3.	Assistant Services Officer Competencies

#### PART B

#### MONETARY RATES

1.	Table 1 - Salary scale for Services Officers prior to competency attainment
2.	Table 2 - Salary scale for Services Officers after competency attainment
3.	Table 3 - Salary Scale for Assistant Services Officers

## ANNEXURE A

**PART A****1. Title**

This Award will be known as the Crown Employees (Department of Education and Communities - Services Officers) Award.

**2. Definitions**

"Association/PSA" - Means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

"Assistant Services Officer" - Means employees performing work previously performed by the classifications of Gatekeeper, Kiosk Attendant, Kiosk Supervisor, Pool Attendant, Housekeeper and Residential Assistant.

"Centre" - Means a Departmental establishment or site as listed at Schedule 1 - Centre Locations. It also includes any place designated as part of, or as an annex to, such an establishment.

"Director-General" - Means the Director-General of the Department of Education and Communities.

"Department" - Means the Department of Education and Communities.

"Emergency" - Means any major and unexpected change in client demand; a sudden staff shortage that could not have been planned for; a major climatic disturbance or other incident that has a significant effect on the safety of clients, staff or structures.

"Employee" - Means all persons, including officers permanently or temporarily employed under the provisions of the Public Sector Employment and Management Act 2002, or any legislation which repeals and replaces the Act, 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 or employed in any such position.

"Manager" - Means a person occupying a position of Centre Manager or Venue Manager within a Centre or Venue.

"Service" - Means continuous service with the Department.

"Venue" - Means a Departmental establishment or site as listed at Schedule 1 - Venue Locations. It also includes any place designated as part of, or as an annex to, such an establishment

**3. Parties**

3.1 This award has been made between the following parties:

Director-General, Department of Premier and Cabinet

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

Department of Education and Communities

**4. Objects of the Award**

4.1 The Department and the employees covered by this Award are committed to working together to ensure a healthy and safe working environment.



- 4.2 The Department will provide adequate work health and safety training and systems to support this objective. Employees will cooperate in undertaking that training and applying their knowledge in their duties.
- 4.3 The Department will provide the means, including training in alternative techniques and products, to ensure that employees apply environmentally sound practices in carrying out their duties.
- 4.4 The Department and its employees recognise that flexibility and continuous improvement are necessary for the organisation to provide excellent client service. This ability to adjust to the changing needs of customers and competition within the industry will enhance the organisation's reputation; underpin job security and support the viability of the organisation's business. Employees under this award are an important part of the Centre support team. They apply their skills flexibly and play a critical role in ensuring that the Department's assets are protected and maintained and that Centres are safe, welcoming and attractive.
- 4.5 The Department will provide opportunities for employees to develop their skills and undertakes to pay for those skills in accordance with the competency framework and organisational need. The Department will assist employees to record their achievements and qualifications in a portfolio. This will provide employees with a tangible record of their skills that may be used to further their career development and employment opportunities. In turn employees undertake to develop and apply their skills to the best of their ability.
- 4.6 The Department and its employees are committed to fostering an excellent quality of working life and fair employment practices. The Department undertakes to assist employees to balance work and family responsibilities in keeping with its objective of being an employer of choice.
- 4.7 The Department and its employees value teamwork, open communications and a harmonious workplace and undertake to work together in a spirit of cooperation.

### **5. Temporary and Casual Employees**

- 5.1 A temporary employee is one engaged to undertake the duties covered by this award under section 27 of the *Public Sector Employment and Management Act 2002*.
- 5.2 A temporary employee may be employed to undertake work for a regular fixed period to carry out a project or task, to undertake the duties of a vacant position, to provide additional assistance, or for any other reasons that is consistent with section 27(3) of the *Public Sector Employment and Management Act 2002*.
- 5.3 Temporary employees will receive a salary commensurate with the individual's level of knowledge and experience as determined by the Manager in accordance with rates provided at Tables 1, 2 or 3 of Part B, Monetary Rates.
- 5.4 A casual employee is one engaged to undertake the duties covered by this award under section 38 of the *Public Sector Employment and Management Act 2002*.
- 5.5 A casual employee may be employed to undertake work on an hourly basis to carry out work that is irregular, intermittent, short term, urgent or arising from an emergency or for any other reason that is consistent with section 38(3) of the *Public Sector Employment and Management Act 2002*.
- 5.6 Casual employees will receive a salary commensurate with the individual's level of knowledge and experience as determined by the Manager in accordance with the hourly rates provided at Tables 1, 2 or 3 of Part B, Monetary Rates, and will receive a 15% loading during the period of employment. At the completion of the employment period, the casual employee will also be paid 4/48th of ordinary pay earned during their period of employment in lieu of annual leave benefits.
- 5.7 Casual Employees shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009:

- (a) Unpaid parental leave in accordance with paragraph 12(iv)(d);
- (b) Personal Carer's entitlement in accordance with subclause 12(v); and
- (c) Bereavement entitlement in accordance with subclause 12(vi).

This entitlement is also set out at Appendix A of this Award.

## 6. Salaries

- 6.1 Salary rates are specified at Part B, Monetary Rates.
- 6.2 Salary rates in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.
- 6.3 The salary rates referred to in Part B, Monetary Rates represent an all-inclusive salary excluding the payment of overtime. The annual salary incorporates compensation for all of the following:
  - Machinery allowance;
  - Penalty rates;
  - Qualifications allowance
  - Tool allowance; (all tools required are provided by the Department)
  - Night work allowance;
  - Annual leave loading
- 6.4 Services Officer salary levels will be determined in accordance with the competency structure outlined at Schedule 2.
  - 6.4.1 New appointees to the Department will be appointed on probation in accordance with section 23 of the Public Sector Employment and Management Act 2002.
  - 6.4.2 New appointees will be appointed at a salary commensurate with their skills, experience and qualifications as determined by the Manager, in accordance with the rates provided at Part B, Monetary Rates, Table 1 (Services Officers) and Table 3 (Assistant Services Officers).
  - 6.4.3 New appointees will be assessed within 3 months of appointment against the competencies required for the level to which they were appointed. Services Officers who are assessed as competent at the level to which they were appointed will receive the salary rate specified at Part B, Monetary Rates, Table 2 (Services Officers) from the date of assessment. If this assessment is not completed within 3 months of the initial date of appointment but the Officer is later assessed as meeting the required competencies, payment at the post-competency rate will be backdated to 3 months from the date of initial appointment.
  - 6.4.4 Services Officers and Assistant Service Officers who are assessed as not possessing the competencies required for the level to which they are appointed will be provided with a written report within 2 weeks of the assessment which will state which competencies they have not attained and specify further training and development required. The staff member will be advised that a further assessment will be conducted within 6 months of appointment. Services Officers who are subsequently assessed as competent at the level to which they were appointed will receive the salary rate specified at Part B, Monetary Rates, Table 2 (Services Officers) from the date of assessment.
  - 6.4.5 Services Officers who are assessed as not being fully competent at any of the Services Officer Levels and Assistant Services Officers who are assessed as not fully competent at the level they

were appointed to at the six month assessment may have their appointment annulled in accordance with section 23 of the Public Sector Employment and Management Act 2002.

- 6.4.6 Employees appointed on probation to positions classified as Services Officer (Groundsperson) or Services Officer (Gardener) must possess an appropriate trade certificate and will be remunerated at Services Officer Level 4 at the rate specified at Part B, Monetary Rates Table 1. New appointees will be required to demonstrate the essential competencies required for Services Officer Level 1 at which time they will be remunerated at the rate specified for Services Officer Level 4, at Part B, Monetary Rates Table 2.
- 6.4.7 New appointees to Services Officer (Groundsperson) and Service Officer (Gardener) positions will be assessed within three months of appointment. Services Officer (Groundsperson) and Service Officer (Gardeners) who are assessed as not possessing the competencies required will be provided with a written report within two weeks of the assessment which will state which competencies they have not attained and specify the training and development required. The employee will be advised that a further assessment will be conducted within six months of appointment. Services Officers appointed to these positions who are not assessed as fully competent may have their appointment annulled in accordance with section 23 of the Public Sector Employment and Management Act 2002.
- 6.4.8 The Department will provide new appointees with training and development to support the attainment of competencies prescribed for the level at which they were appointed. The provisions of subclause 4.5 will also apply to new appointees.
- 6.4.9 Temporary employees engaged for 3 months or less will not be required to undertake competency assessment and will be remunerated in accordance with subclauses 5.3 or 5.4. Temporary employees whose period of employment is extended beyond 3 months will be required to undertake competency assessment for the level at to they are employed.
- 6.5 Services Officer Competency Progression
- 6.5.1 Assessment will be held on the anniversary of the initial employment, unless another date is agreed upon by the employee and Manager with the approval of the appropriate Director, for reasons of equity, client demand or safety.
- 6.5.2 Assessment will be undertaken by a member/s of management or staff who have completed the Plan, Conduct and Review Assessment modules of the Certificate IV Workplace Assessment and Trainers qualification, with the assistance of an independent subject expert if required. The assessor/s will not be an employee of the same Centre as the employee to be assessed.
- 6.5.3 A list of the competencies is attached at Schedule 2.
- 6.5.4 The recommendation of the assessor/s will be provided to and discussed with the employee before being submitted to the Manager for approval.
- 6.5.5 If progression is recommended, the Manager will approve progression from the date the assessment was held provided the employee's manager has also certified that his/her work performance is satisfactory.
- 6.5.6 If there is a dispute over the recommendation, the matter should be handled according to the Grievance Handling and Dispute Settling Procedure in this Award.
- 6.5.7 If progression is not recommended, the employee will be provided with a written report within 2 weeks of the assessment indicating what further development or training is required. A further assessment will be held within 6 months with the employee's agreement. No more than 3 assessments are to be held each year for the one employee.

- 6.5.8 Where the competency is to be assessed by a relevant certificate the Department will pay for the training and the renewal of certificate if the competency is required at the employee's current Centre.
- 6.5.9 Progression of employees classified and known as Assistant Services Officers Level 1 and 2 including officers previously called Residential Assistant; Housekeeper; Kiosk Attendant; Pool Attendant and Gatekeeper, will be by merit selection to an available vacancy.
- 6.5.10 Employees classified under this Award as Groundspersons or Gardeners must possess an appropriate trade certificate and will also be required to meet Level 1 essential competencies listed in Schedule 2. Employees under this classification will be appointed by merit selection to an available vacancy and will be remunerated at Services Officer Level 4.

## **7. Uniforms and Laundry Allowance**

- 7.1 Uniforms will be provided and replaced in accordance with the Department's Uniform Policy.
- 7.2 A laundry allowance will be paid fortnightly to the employee at the rate specified in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement Award at Item 15 of Table 1 - Allowances, of Part B, Monetary Rates.

## **8. Hours of Duty**

- 8.1 Employees are required to work 152 hours over a period of four weeks.
- 8.2 A minimum of 4 hours and a maximum of 12 hours will be required to be worked on any given day, excluding meal breaks.
- 8.3 Hours of duty will not be restricted to specific hours of the day. However, hours of duty will be generally undertaken between 6.00 am and 7.00 pm. Hours to be worked outside of these times will be rostered or requested to be undertaken only when management considers it necessary to meet actual client demand.
- 8.4 Employees will not be rostered for more than two consecutive shifts exceeding 10 hours each. Employees will be rostered for no more than six shifts exceeding 10 hours each in any four-week roster cycle.
- 8.5 Employees will not be rostered for more than 10 days in either the first or second fortnight of the four-week roster period. Nor will they be rostered for more than 7 consecutive days over any period. Employees will be rostered off duty for a minimum of 9 days during any roster cycle. Employees will be rostered off duty for a minimum of two consecutive days in both the first and second fortnights of the four-week roster period.
- 8.6 Employees are not permitted to work more than five consecutive hours without taking a break from duty of not less than thirty minutes. This break from duty is not a paid break.
- 8.7 Hours of duty are to be determined by a roster that must be displayed in an area available to all employees no less than 7 days before the beginning of the four-week roster cycle.
- 8.8 Rostered hours of duty may be required on any day of the week including Saturdays, Sundays and Public Holidays. Employees will not be rostered for duty on more than two weekends in any four-week roster cycle.
- 8.9 The distribution of weekend, Public Holiday and out-of-hours work will be allocated equitably between all employees subject to the ability of the Centre to meet client demand.
- 8.10 In emergencies, rosters may be varied by the Manager or Service Co-ordinator, provided that 24 hours' notice is given to the employee.

- 8.11 If an employee's rostered hours of duty are varied with insufficient notice, as required by subclause 8.7, the employee will receive payment at the rate of double time for all hours which represent the difference between the hours of duty originally rostered and those being requested of the employee. The employee may choose to take time in lieu of payment of overtime.
- 8.12 Local arrangements to apply at particular Centres may be negotiated between an employee and the Manager or Service Co-ordinator. All local arrangements must be documented and approved by the relevant Director. The PSA will be informed about permanent or long-term arrangements.
- 8.13 Employees are entitled to a minimum 10 hour break from duty between the end of one shift and the beginning of the next. If such a break is not provided, the employee is entitled to receive payment at overtime rates as calculated in accordance with Clause 9 for all work undertaken until a 10 hour break can be provided.

## 9. Overtime

- 9.1 Overtime refers to:
- (a) hours of duty undertaken during a four week roster cycle in excess of 152;
  - (b) hours of duty undertaken on days which are in excess of 10 days in any fortnight (ie: the eleventh, twelfth, thirteenth or fourteenth days rostered in a fortnight);
  - (c) hours undertaken on the twentieth day of rostered duty in a roster cycle;
  - (d) hours undertaken beyond the hours of duty rostered on a particular day;
  - (e) hours undertaken on any consecutive days worked in excess of 10 days until such time as a break in duty occurs of a minimum of one full day.
- 9.2 Overtime will be paid to employees at double the ordinary hourly rate. This is calculated by dividing the weekly rate of pay (ie: annual salary divided by 52.17857) by 38.
- 9.3 Overtime will be paid in the first available pay period following the end of the roster cycle.
- 9.4 An employee may choose to take leave in lieu of payment for all or part of his/her overtime entitlement. Leave in lieu may be accrued to a maximum of 80 hours and is to be taken at a time convenient to both the employee and the Department.
- 9.5 Leave in lieu of payment in accordance with subclause 9.4 will accrue at the rate of two hours for each hour overtime undertaken and proportionately for periods of less than one hour. Proportions of overtime of less than 15 minutes will be disregarded in determining the amount of accrued leave in lieu.
- 9.6 The minimum period of leave in lieu that an employee can take is two hours. Leave in lieu must be taken in full-hour multiples.
- 9.7 Any overtime accrued beyond 80 hours will be automatically paid to the employee.
- 9.8 Managers and employees should make every effort to ensure leave in lieu entitlements are utilised prior to the termination of services. Payment for outstanding leave in lieu balances will only be made on the termination of the employee's services in exceptional circumstances, such as death or debilitating injury or illness, that result in the sudden and early termination of the contract.

## 10. Leave

- 10.1 Leave entitlements will be calculated in hours based on general Public Service leave provisions included in the Crown Employees (Public Service Conditions of Employment) Award 2009.

- 10.2 All absences from duty will be determined based on the actual number of hours an employee is absent from duty and debited in multiples of two hours. Absences from duty, which do not total a multiple of two hours, will be rounded up to the nearest multiple of two hours for the purposes of debiting leave.

### 11. Weekends and Public Holidays

- 11.1 Employees who undertake duty on Saturdays, Sundays or Public Holidays will receive compensation of additional recreation leave based on the following scale:

Number of Saturdays, Sundays and/or Public Holidays worked in the year 1 December to 30 November	Additional Leave
8 - 12	1 day
13 - 20	2 days
21 - 30	3 days
31 - 40	4 days
41 or more	5 days

- 11.2 The number of days to be worked to entitle an employee to accrue additional recreation leave refers to the actual number of days the employee is required to undertake duty on either a Saturday, Sunday or Public Holiday. It is irrelevant how many hours the employee is required to perform on those days.
- 11.3 For the purposes of rostering, Public Holidays will be credited as 8 hours even if an employee is not required to attend for duty or is required for duty for less than 8 hours on that day. If an employee is required to work on a Public Holiday for more than 8 hours, the actual hours of duty on that day will be credited against the roster.
- 11.4 Employees required to undertake work on weekends and/or Public Holidays are also entitled to the following additional salary entitlements:

Number of Saturdays, Sundays and Public Holidays Worked in the year 1 December to 30 November	Additional Salary Entitlement %
5 - 9	½
10 - 14	1
15 - 19	1 ½
20 - 24	2
25 - 29	2 ½
30 - 34	3
35 - 39	3 ½%
40 - 44	4
45 - 49	4 ½
50 or more	5

- 11.5 Accrued leave entitlements will be made available to employees on an annual basis on 1 December of each year. Accrued salary entitlements under this clause will be paid to employees in the first available pay period after 1 December each year or the first available pay after a quarterly claim has been lodged.

### 12. Higher Duties Allowance

- 12.1 The provisions contained in Part 5 Division 2 Higher Duties and Acting Allowances of the Public Sector Employment and Management Regulation 2009, or the relevant provisions of any legislation or regulation that repeal or replace the Regulation, will apply to employees who relieve in classifications of a higher salary level.
- 12.2 An employee who relieves in another position and satisfactorily performs all the duties and assumes all the responsibilities will be paid, by higher duties allowance, the difference between their current salary and the salary they would be paid if appointed to the relief position.

- 12.3 An employee who does not perform the whole of the duties or assume all the responsibilities of the relief position will be paid a proportion of the higher duties allowance. The amount of the allowance will be determined by the Manager.
- 12.4 Higher duties allowance will not be paid if the period of relief is less than 5 working days or for periods of leave exceeding 5 working days.

### **13. Public Service Holiday**

- 13.1 All employees will be entitled to receive one day off duty each year as the "Public Service Holiday".
- 13.2 The Public Service Holiday will be any one of the calendar days that fall within the last calendar fortnight of each year and will be considered to be an 8-hour day to be credited towards the 152-hour, 4-week roster cycle.
- 13.3 The Manager will determine which day is to be granted to an employee as a Public Service Holiday.
- 13.4 Employees will be advised of the date of the Public Service Holiday no later than 1 December each year.
- 13.5 The Public Service Holiday provided for in this clause is in lieu of all picnic days provided for under any other industrial instruments.

### **14. Annual Leave Loading**

- 14.1 Total salary rates provided for by this Award incorporate annual leave loading of 17.5% of four weeks' pay at the employee's annual salary or equivalent.

### **15. Flexible Use of Staff**

- 15.1 Employees may be required, at the direction of the Manager or Service Co-ordinator, to undertake general kitchen duties.
- 15.2 The discretion of management to use staff in accordance with subclause 15.1 will be used only in situations where client demand requires it.
- 15.3 No employee will be required to undertake kitchen duties unless they have been sufficiently instructed or are supervised by an appropriately trained person.
- 15.4 An employee's place of work may be changed from one Centre to another on a temporary basis for reasons of skills transfer, to meet seasonal or unexpected client demand, emergency or at the employee's request.
- 15.5 If a Centre is closed due to seasonal demand, or is temporarily not providing services for reasons of emergency, employees may be asked either to temporarily relocate to another Centre for up to one roster period with extension available with mutual agreement or, alternatively, to take accrued leave.
- 15.6 Subclauses 15.4 and 15.5 will be subject to consultation with the employee and personal circumstances will be taken into account.
- 15.7 Travelling compensation for employees who are temporarily relocated is governed by clauses 26-35 of the Crown Employees (Public Service Conditions of Employment) Award 2009.

### **16. Anti-Discrimination**

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

- 16.2 It follows that in fulfilling their obligations under the Grievance and Dispute Resolution Procedures prescribed by this Award at Clause 18 the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act 1977* it is unlawful to victimise an employee because the employee has made or may make, or has been involved in, a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates 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.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

## 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."

**17. Work Health and Safety**

- 17.1 The Department is committed to providing a safe and healthy workplace. The Department will ensure that no employee is requested to perform work for which she/he is not adequately trained. The Department will provide training in all required aspects of chemicals handling, use of machinery, manual handling and other aspects of work integral to the duties to be carried out.

**18. Grievance and Dispute Settling Procedures**

- 18.1 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.
- 18.2 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.
- 18.3 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.



- 18.4 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.
- 18.5 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.
- 18.6 The Department Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- 18.7 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.
- 18.8 An employee, at any stage, may request to be represented by the Association.
- 18.9 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.
- 18.10 The employee, Association, Department and the Director-General, 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.
- 18.11 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.

#### **19. Deduction of Union Membership Fees**

- 19.1 The Association will provide the Department with a schedule setting out fortnightly union membership fees payable by members of the union in accordance with the union's rules.
- 19.2 The Association will advise the Department of any change to the amount of fortnightly union membership fees made under its rules. Any variation to the schedule of fortnightly union membership fees payable will be provided to the Department at least one month in advance of the variation taking effect.
- 19.3 Subject to 19.1 and 19.2, the Department will deduct union 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 Department to make such deductions.
- 19.4 These deductions from an employee's pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the employee's union membership accounts.
- 19.5 Unless the Department and the Association agree to other arrangements, all union membership fees will be deducted on a fortnightly basis.
- 19.6 Where an employee has already authorised the deduction of union membership fees from his or her pay before this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

## 20. Consultative Committee

- 20.1 The parties will use the Department's Joint Consultative Committee to consider issues raised in relation to the Award and to recommend action if necessary. The parties agree to consider issues in a consultative and cooperative manner.
- 20.2 Recommendations from the Committee will be submitted to the Director-General with a request for a report back to the Committee.

## 21. Area, Incidence and Duration

- 21.1 This award will apply to all employees employed for the purposes of providing general services to Centres and Venues.
- 21.2 The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions provided for by the Public Sector Employment and Management Act 2002 and Regulation 2009, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any replacement awards.
- 21.3 This Award replaced the Department of Sport, Recreation and Racing Centre Support Officers Enterprise Agreement 1994.
- 21.4 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 30 March 2012.
- 21.5 Changes made to this award subsequent to it first being published on 26 October 2007 (364 I.G. 15) have been incorporated into this award as part of the review.
- 21.6 The award remains in force until varied or rescinded, the period for which it was made having already expired.

## SCHEDULE 1

Addresses at which the Enterprise is carried out:

### Centre Locations

Berry Sport and Recreation Centre  
660 Coolangatta Road  
BERRY NSW 2535

Borambola Sport and Recreation Centre  
1980 Sturt Highway  
WAGGA WAGGA NSW 2650

Broken Bay Sport and Recreation Centre  
BROOKLYN NSW 2083

Lake Ainsworth Sport and Recreation Centre  
Pacific Parade  
LENNOX HEAD NSW 2478

Lake Burrendong Sport and Recreation Centre  
Tara Road  
MUMBIL NSW 2820

Jindabyne Sport and Recreation Centre  
The Barry Way  
JINDABYNE NSW 2627

Lake Keepit Sport and Recreation Centre  
Fitness Camp Road  
GUNNEDAH NSW 2380

Milson Island Sport and Recreation Centre  
BROOKLYN NSW 2083

Myuna Bay Sport and Recreation Centre  
Main Road  
DORA CREEK NSW 2264

Point Wolstoncroft Sport and Recreation Centre  
Kanangra Drive  
GWANDALAN NSW 2259

Sydney Academy of Sport and Recreation  
Wakehurst Parkway  
NARRABEEN NSW 2101

#### Venue Locations

Sydney International Equestrian Centre  
Wallgrove Road  
HORSLEY PARK NSW 2164

Sydney International Shooting Centre  
Elizabeth Drive  
CECIL PARK NSW 2171

## SCHEDULE 2

### Services Officer Competencies

#### Services Officer - Level 1

\*Services Officer (Groundsperson)

\*Services Officer (Gardener)

Officers must possess all essentials plus 2 Additional competencies

Key Task	Competency Required	Competency/Measurement
Essential Requirements		
1. Drive Motor Vehicles	Ability to operate general Centre vehicles Including the recording of usage	Must hold a Class C drivers licence
2. Understanding of WH&S	An ability to perform tasks/duties required at this level to WH&S regulations.	Demonstrated ability to follow safe work practices consistent with appropriate guidelines.

3. Basic Grounds and Workplace Maintenance using minor plant	An ability to perform duties to WH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Maintain playing fields including marking;</li> <li>- Maintain existing gardens</li> <li>- Undertake mowing and brush cutting using minor plant to manufacturer's specifications including refuelling and usage recording</li> <li>- Utilise and maintain basic irrigation equipment</li> <li>- Maintain drainage systems including sewer and storm water blockages.</li> </ul>
4. Minor Building Maintenance	An ability to perform duties to WH&S regulations.	Demonstrated ability in areas such as: <ul style="list-style-type: none"> <li>- Repairing and maintaining flyscreens</li> <li>- Maintaining light bulbs and fluorescent tubes</li> <li>- Building cleaning not covered by contracted services (eg. spillage)</li> </ul>
5. Handling of Goods and Stores	An ability to perform duties to WH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Transport materials and equipment</li> <li>- Lift and handle goods and stores in a safe manner (manual handling)</li> </ul>
6. Awareness of the Department's Child Protection Policy	An ability to work in a manner consistent with the principles and guidelines outlined in this policy.	Policy guidelines are read, understood and are followed. Departmental training in child protection is completed.
7. Work in a manner consistent with equity principles	An ability to work in a manner consistent with equity Principles.	Equity guidelines are followed.
8. Client Liaison	An ability to present a professional appearance and manner.	Demonstrates a consistent level of professional appearance and manner in all liaison and interaction with clients. Comply with Departmental uniform policies and guidelines.
9. Basic swimming pool maintenance	An ability to maintain and Supervise a swimming pool to institutional and small public pool level.	Undertake relevant modules of the TAFE Statement of Attainment Aquatic Operations, or an equivalent qualification.
<b>Additional Requirements</b>		
10. Fire management	An ability to assist in general fire and bush fire prevention and fire control.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Implement reduction in fire fuel build up;</li> <li>- Use fire fighting equipment including pumps and fire extinguishers;</li> <li>- Use and maintain hydrants and fire hose reels.</li> </ul>

		- Possess a knowledge of maintaining fire breaks.
11. First aid	Undertake St. John's Ambulance Certificate or equivalent.	Certification.
12. Power Tool Operation	Ability to utilise general power tools in a safe manner.	Knowledge of the safe operation and an ability to use a range of power tools such as drills, saws and sanders consistent with the requirements of day-to-day maintenance.
13. Catering	General knowledge of kitchen Operations and an ability to assist Catering Officers.	Knowledge of and ability to apply: - Basic food preparation; - Hygiene and waste disposal processes; - Food storage and handling; - Kitchen safety.
14. Maintenance of Minor Plant	An ability to maintain a range of Minor plant to operational level.	Can demonstrate an ability to undertake routine maintenance to ensure that minor plant is maintained in operational condition (eg. change mower blades).
15. Radio Operation (in Centres with radio systems)	Ability to operate radios as per Departmental and Australian Communications Authority protocols.	Knowledge of radio operation protocol and an ability to apply this knowledge to A satisfactory level.

## \*NOTE

Employees engaged as Services Officer (Gardener) and Services Officer (Groundsperson) are required to possess one of the following indicated qualifications (or an equivalent qualification) in addition to the competency requirements listed for Services Officer Level 1:

Services Officer (Gardener)	Horticulture Certificate III Horticulture (Landscape) Certificate III Horticulture (Parks and Gardens) Certificate III
Services Officer (Groundsperson)	Horticulture Certificate III Horticulture (Turf Management) Certificate III Services Officer- Level 2

**Services Officer - Level 2**

Officers must possess all Essentials from this and previous levels plus 2 Additional Competencies

Key Task	Competency Required	Competency/Measurement
Essential Requirements		
1. Power Tool Operation	Ability to utilise general power tools in a safe manner.	Knowledge of the safe operation and ability to use a range of power tools such as drills, saws and sanders consistent with the requirements of day- to-day maintenance.

2. Catering	General knowledge of kitchen operations and an ability to assist Catering Officers.	Knowledge of and ability to apply: - Basic food preparation; - Hygiene and waste disposal processes; - Food storage and handling; - Kitchen safety.
3. Radio Operation (in Centres with radio systems)	Ability to operate radios as per Departmental and Australian Communications Authority Protocols.	Knowledge of radio operation protocol and an ability to apply this knowledge.
4. Electrical	Ability to apply safety practices with regard to general electrical maintenance.	Demonstrate: - Knowledge of OHS guidelines in relation to electrical equipment - Ability to operate generators and replace fuses.
5. Minor plant maintenance	Ability to maintain a range of minor plant to specified guidelines and procedures.	Demonstrated ability to undertake routine maintenance.
<b>Additional Requirements</b>		
6. Fire management	An ability to assist in general fire and bushfire prevention and fire control.	Demonstrated ability to: - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use fire fighting vehicles and/or implements; - Use and maintain hydrants and fire hose reels; - Possess knowledge of establishing fire breaks.
7. First aid	Undertake St. John's Ambulance Certificate or equivalent.	Certification.
8. Administration (General)	Ability to maintain Administrative Records in relation to plant and other equipment.	Demonstrated understanding of the Department's administrative systems that relate to plant and equipment utilisation and an ability to use relevant systems.
9. Drive Power Boat	Ability to operate Departmental powered watercraft.	Hold a current Recreational boating licence where required.
10. Drive Motor Vehicles (Small bus or truck up to 8.0 tonne GVM - for Centres that have these vehicles)	Ability to drive Departmental bus (up to 30 passengers) or a truck with no more than two axles and a GVM of up to but not exceeding 8.0 tonnes.	Hold an appropriate current licence (Class LR) and demonstrate ability to drive a mini bus and/or truck.

### Services Officer- Level 3

Officers must possess all essentials from this and previous levels plus 7 Additional

Key Task	Competency Required	Competency/Measurement
<b>Essential Requirements</b>		
1. Basic building and construction maintenance	Ability to undertake general maintenance requirements on existing buildings and/or	Demonstrated ability to: - Carry out repairs to indoor and outdoor

	constructions within WorkCover guidelines.	furnishings, sashes and doors; - Correctly prepare various surfaces for painting; - Paint/repaint buildings, fittings, furniture, marine equipment, etc; - Undertake minor sign writing work; - Replace, repair and extend fencing including safety fencing.
2. Plumbing and drainage maintenance	Ability to maintain existing plumbing and drainage facilities to WH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: - Undertake repairs to taps, showers; - Clear blockages in toilet pans, urinals and sewer lines; - Read and record levels of water and/or gas
3. Basic road repairs	Ability to maintain existing road facilities.	Demonstrated ability to make minor repairs to roads and footpaths
4. First Aid	Undertake St. John's Ambulance Certificate or equivalent.	Certification.
5. Drive motor vehicles (Small Bus or truck up to 8.0 tonne GVM) - for Centres that have these vehicles.	Ability to drive Departmental bus (up to 30 passengers) or a truck with no more than two axles and a GVM of up to but not exceeding 8.0 tonnes.	Hold an appropriate current licence (Class LR) and demonstrate an ability to drive a mini bus and/or truck.
6. Operate tractors with power take-off Implements	Ability to operate tractors with Power Take Off Implements requirements.	Demonstrated ability to use tractors or other PTO equipment implements such as: - Spreaders and sprayers - Wood chippers - Post-hole digger - Roller mower/slasher - Cement mixer
<b>Additional Requirements</b>		
7. Fire management	An ability to assist in general fire and bushfire prevention and fire control.	Demonstrated ability to: - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use fire fighting vehicles and/or implements; - Use and maintain hydrants and fire hose reels; - Possess knowledge of establishing firebreaks.
8. Administration (General)	Ability to maintain administrative records in relation to plant and other equipment.	Demonstrated understanding of the Department's administrative systems that relate to plant and equipment utilisation and an ability to use relevant systems.
9. Drive Power Boat (for Centres that have powered watercraft)	Ability to operate Departmental powered watercraft.	Hold a current Recreational Boating licence where required.

10. Chainsaw operation	Ability to utilise and maintain a chainsaw in an effective and safe manner.	Certified ability to: - Complete an appropriate course of instruction in chainsaw operation; - Undertake chainsaw maintenance including sharpening.
11. Backhoe/Front End Loader Operation	Ability to operate a backhoe or a tractor with either a backhoe or front-end loader attachment requiring a WorkCover Authority permit.	Must hold a current WorkCover approved permit for the operation of a -front end loader, backhoe or backhoe attachments to a tractor.
12. Advanced road repairs	Ability to maintain existing road facilities.	Demonstrated ability to grade and maintain gravel roads including gutters, drainage and reforming.
13. Welding	Ability to apply basic welding skills.	Certified ability to: - Undertake silver and normal soldering; - Undertake repairs in plastic including repairs to canoes; - Undertake repairs in aluminium including repairs to boats
14. Elevated Work Platform (Scaffold) for Centres or Academies that have this equipment	Ability to use an elevated work platform in a safe and effective manner.	Hold a current WorkCover approved permit to operate an Elevated Work Platform.
15. Advanced Building and Construction Maintenance.	Ability to undertake advanced maintenance requirements on existing buildings and/or constructions within WorkCover guidelines	Demonstrated ability to; - Undertake repairs to all buildings including sheet roofing; - Undertake repairs to existing brickwork; - Undertake minor building demolition.
16. Plumbing and Drainage Maintenance	Ability to maintain plumbing and drainage facilities to WH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: - Undertake repairs to cisterns, basins, water supply lines and urinals; - Inspect valves; - Install and maintain sprinkler/irrigation systems.
17. Resuscitation	Theoretical knowledge of Cardio Pulmonary Resuscitation (CPR) and ability to apply both with and without oxygen equipment.	Certification by the Royal Life Saving Society Australia (RLSSA) to advanced resuscitation level.
18. Greens Maintenance	Ability to maintain greens	Demonstrated; - Knowledge and ability to apply knowledge of golf course preparation and maintenance including green keeping. - Ability to undertake chemical treatment of golf course.



**Services Officer - Level 4****Officers must possess all Essentials from this and previous levels plus 4 Additional**

Key Task	Competency Required	Competency/Measurement
<b>Essential Requirements</b>		
1. Building and Construction	Ability to construct structures which do not require development applications.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Construct simple structures including shade areas, sheds and seating;</li> <li>- Construct retaining walls;</li> <li>- Pour and finish paths, slabs and kerbing;</li> <li>- Undertake concrete formwork and reaper work;</li> <li>- Prepare for and lay paving;</li> <li>- Undertake repairs to all buildings including sheet roofing;</li> <li>- Undertake repairs to existing brickwork;</li> <li>- Undertake minor building demolition;</li> </ul>
2. Plumbing and Drainage Maintenance	Ability to maintain existing plumbing and drainage facilities to WH&S regulations and  Departmental policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Undertake repairs to cisterns, basins, water supply lines and urinals;</li> <li>- Inspect valves</li> <li>- Install and maintain sprinkler/irrigation systems</li> </ul>
3. Fire Management	An ability to assist in fire prevention and fire control.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Implement reduction in fire fuel build up;</li> <li>- Use fire fighting equipment including pumps and fire extinguishers;</li> <li>- Use and maintain hydrants and fire hose reels;</li> <li>- Implement reduction in fire fuel build up</li> <li>- Possess knowledge of establishing and maintaining firebreaks</li> </ul>
4. Backhoe/Front End Loader Operation	Ability to operate a backhoe or a tractor with either a backhoe or front-end loader attachment requiring a WorkCover Authority permit.	Hold a current WorkCover approved permit for the operation of a front-end loader, backhoe or backhoe attachments to a tractor.
5. Chemical Handling	Knowledge of the safe storage, handling and use of chemicals.	Demonstrated knowledge of and ability to apply knowledge with regard to: <ul style="list-style-type: none"> <li>- WH&amp;S guidelines with regard to storage, handling and use of chemicals;</li> <li>- Materials for the control of domestic Pests</li> <li>- Herbicides for noxious weeds control;</li> </ul>

		- Maintenance of water filtration and/or purification systems including the use of associated chemicals. The employee must be certified in each of the areas outlined above.
6. Drive Power Boat (for Centres that have registered powered water craft)	Ability to operate Departmental powered watercraft.	Must hold a current Recreational Boating licence where required.
7. Elevated Work Platform (Scaffold) for Centres that have this equipment	Ability to use an elevated work platform in a safe and effective manner.	Must hold a current WorkCover approved permit to operate an Elevated Work Platform.
Additional Requirements		
8. Administration (General)	Ability to maintain administrative records in relation to plant and other equipment.	Demonstrated understanding of the Department's administrative systems that relate to plant and equipment utilisation and an ability to use relevant systems.
9. Basic Cookery	Ability to undertake basic cookery in emergency situations or to assist Catering Officers.	Demonstrated application of basic cookery skills to a level satisfactory to the supervisor.
10. Resuscitation	Theoretical knowledge of Cardio Pulmonary Resuscitation (CPR) and ability to apply both with and without oxygen equipment.	Certification by the Royal Life Saving Society Australia (RLSSA) to advanced resuscitation level.
11. Chainsaw operation	Ability to utilise and maintain a chainsaw in an effective and safe manner.	Certified ability to: - Complete an appropriate course of instruction in chainsaw operation; - Undertake chainsaw maintenance including sharpening.
12. Welding	Ability to apply basic welding skills	Certified ability to: - Undertake silver and normal soldering; - Undertake repairs in plastic including repairs to canoes; - Undertake repairs in aluminium including repairs to boats.
13. Greens maintenance	Ability to maintain greens	Demonstrated: - Knowledge and ability to apply knowledge of golf course preparation and maintenance including green keeping. - Ability to undertake chemical treatment of golf course.
14. Drive motor vehicle (large bus)	Ability to meet the requirements necessary to drive a Departmental bus licensed to carry in excess of 30 passengers	Hold a current Class MR or HR drivers licence
15. Drive a commercially registered power vessel	Ability to drive a power vessel that is registered under the NSW Waterways commercial survey code.	Hold commercial vessel licence (Marine Coxswain's licence) where required.
16. Advanced Road Repairs	Ability to maintain existing road facilities.	Demonstrated ability to grade and maintain gravel roads including gutters, drainage and reforming.

Notes:

#### Location Specific Competencies

In recognition of the fact that some Centres require Services Officers to possess competencies that are site specific, the following conditions shall be applicable:

#### Competency Requirements

At sites where facility uniqueness, Centre remoteness or general access conditions dictate, the Department reserves the right to stipulate which desirable competencies are to be regarded as essential at Level 2 and above. The number of competencies that may be stipulated will not exceed 2 from the following table.

Centre or Academy Feature	Competency (or Qualification) Stipulated
Golf Course Extensive Gardens	Horticulture Certificate III Horticulture (Turf Management) Certificate II or III
Exclusive Water Access	Drive commercially registered vessel
Bus Exceeding 30 Passengers	Drive Motor Vehicle (Large Bus)

In recognition of the fact that some site-specific competencies may involve training and/or certification additional to those training or qualification requirements normally considered to be applicable to Services Officers, employees may be required to demonstrate the ability and willingness to undertake such training in order to acquire the necessary competencies.

### SCHEDULE 3

#### Assistant Services Officer - Competencies

##### Assistant Services Officer Level 1

Competencies marked with an \* are essentials. Manager to determine requirements for Assistant Service Officer Level 1 according to Centre requirements.

Key Task	Competency Required	Competency/Measurement
1. Understanding of WH&S*	Perform tasks/duties required at this level to WH&S regulations.	Demonstrated ability to follow safe work practices consistent with appropriate guidelines.
2. Basic grounds and workplace maintenance using minor plant	Perform duties to WH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> <li>- Maintain playing fields including marking;</li> <li>- Maintain existing gardens</li> <li>- Undertake mowing and brush cutting using minor plant to manufacturers specifications including refuelling and usage recording</li> <li>- Utilise and maintain basic irrigation equipment</li> <li>- Maintain drainage systems including sewer and storm water blockages.</li> </ul>

3. Minor building maintenance	Perform duties to WH&S regulations.	Demonstrated ability in areas such as: - Repairing and maintaining flyscreens - Maintaining light bulbs and fluorescent tubes - Building cleaning not covered by contracted services (eg. spillage)
4. Handling of goods and stores	Perform duties to WH&S regulations and Departmental policy and procedure requirements.	Demonstrated ability to: - Transport materials and equipment - Lift and handle goods and stores in a safe manner (manual handling)
5. Awareness of the Department's Child Protection Policy*	An ability to work in a manner consistent with the principles and guidelines outlined in this policy.	Policy and guidelines are read, understood and are followed. Departmental training in child protection is completed.
6. Work in a manner consistent with equity principles*	Work in a manner consistent with equity principles.	Equity guidelines are followed.
7. Client liaison*	Present a professional appearance and manner.	Demonstrates a consistent level of professional appearance and manner in all liaison and interaction with clients. Comply with Departmental uniform policies and guidelines.
8. Work as a member of a team*	Perform tasks requiring coordination and harmony within a team.	Constructive contribution to team.
9. Kitchen and dining room duties	General knowledge of kitchen operations and an ability to assist Catering Officers.	Knowledge of and ability in: - Basic hygienic food preparation; - Hygiene and waste disposal processes; - Hygienic food storage and handling; - Kitchen safety. - Fine and other dining room procedures. - Safe operation of commercial dishwashers - Handling kitchen cleaning chemicals
10. Maintenance of Minor Plant	Maintain a range of Minor plant to operational level.	Demonstrated ability to undertake routine maintenance to ensure that minor plant is maintained in operational condition (eg. Change mower blades).
11. Receive and handle cash from clients and visitors	Receive and reconcile cash transactions and provide receipts where required.	Demonstrated ability to perform tasks including documentation with accuracy and timeliness.
12. Assist in preparing and maintaining residential and client facilities	Undertake household chores including making beds, changing and laundering linen and general cleaning.	Perform tasks in a hygienic and timely manner.
13. Basic swimming pool maintenance	An ability to maintain and supervise a swimming pool to institutional and small public pool level.	Undertake relevant modules of the TAFE Statement of Attainment Aquatic Operations, or an equivalent qualification.
14. Control groups of visitors to sporting events	Ensure orderly and safe crowd control	Hold security licence.
15. Make and look up client bookings	Document bookings for Centre facilities such as tennis court.	Ability to operate CIMS or equivalent system.
16. Drive motor vehicles	Operate general Centre vehicles including recording usage.	Must hold an RTA Class C drivers licence.

**Assistant Services Officer Level 2.**

Officers must possess essential competencies from Level 1 and additional competencies from Level 1 & 2 as determined as being required by the Manager.

Key Task	Competency Required	Competency/ Measurement
1. Supervision skills	Direct and oversight the operations of staff performing duties within area of responsibility.	Demonstrate an ability to: <ul style="list-style-type: none"> <li>- plan work priorities in a team based environment;</li> <li>- provide clear direction in the completion of tasks;</li> <li>- monitor the performance of accountable staff; and</li> <li>- provide training to accountable staff.</li> <li>- roster staff equitably.</li> </ul>
2. Large scale laundering	Ensure Centre linen supply is laundered and hygienic	Demonstrate an ability to handle large volumes of linen to ensure continuity and hygiene maintained.
3. Resuscitation	Theoretical knowledge of Cardio Pulmonary Resuscitation (CPR) and ability to apply both with and without oxygen equipment.	Certification by the Royal Life Saving Society Australia (RLSSA) to advanced resuscitation level.
4. First aid	Undertake St. John Ambulance Certificate or equivalent.	Certification
5. Basic swimming pool maintenance.	An ability to maintain and supervise a swimming pool to institutional and small public pool level.	Undertake relevant modules of the TAFE Statement of Attainment Aquatic Operations, or an equivalent qualification.
6. Undertake stock control.	Order stock and maintain inventory	Demonstrate ability to ensure stock is adequate and accountable documents are maintained.

**PART B****MONETARY RATES****Table 1****Salary scale for Services Officers prior to competency attainment**

Classification and Grades	1.07.11 Per annum \$	1.07.11 Per hour \$
Level 1	41,890	21.12
Level 2	44,184	22.27
Level 3	46,085	23.26
*Level 4	47,989	24.21

\*Services Officer (Groundsperson) and Services Officer (Gardener) salary rate

**Table 2****Salary scale for Services Officers after competency attainment**

Classification and Grades	1.7.11 Per annum \$	1.7.11 Per hour \$
Level 1	43,147	21.78
Level 2	45,511	22.97
Level 3	47,471	23.94
*Level 4	49,429	24.93

\*Services Officer (Groundsperson) and Services Officer (Gardener) salary rate

**Table 3****Salary scale for Assistant Services Officers**

Classification and Grades	1.7.11 Per annum \$	1.7.11 Per hour \$
Level 1	41,890	21.12
Level 2	44,184	22.27

**ANNEXURE A**

- (i) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Department Head 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 reengagement of casual employees are not affected, other than in accordance with this clause.
- (ii) 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 (iii) 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,
  - (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee employed 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 employed 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.

(iii) A family member for the purposes of (ii) (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.

(iv) 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 employed 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."

C. G. STAFF *J.*

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Printed by the authority of the Industrial Registrar.



**CROWN EMPLOYEES (DEPARTMENTAL OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 152 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

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

Clause No.	Subject Matter
1.	Parties to the Award
2.	Intention/Aims of the Award
3.	Definitions
4.	Classification and Salary Rates
5.	Preservation of Conditions for Staff Employed Under Previous Awards
6.	Job Evaluation
7.	Qualifications Review Committee
8.	Working Hours and Arrangements
9.	Conditions of Employment
10.	Training
11.	Use of Consultants and Contractors
12.	Employee Assistance Program
13.	Travel Passes
14.	Grievance and Dispute Procedures under this Award
15.	Saving of Rights
16.	Area, Incidence and Duration

**PART B****MONETARY RATES**

Table 1 - Departmental Officer Salary Rates - Classification and Grades

**1. Parties to the Award**

The parties to this Award are:

Director of Public Employment, the NSW Department of Trade &amp; Investment, Regional Infrastructure &amp; Services and the NSW Department of Finance and Services; and

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

This Award shall be binding upon all parties defined herein.

## 2. Intention/Aims of the Award

This Award provides a framework for management and officers to work together to ensure the ongoing high-level achievement of the Department's Mission and Objectives. Within this context the parties are committed to the development of a highly motivated, suitably skilled and productive workforce.

The parties will work collaboratively to ensure that the Department's workforce has and continues to have the necessary skills, knowledge and attributes to maintain and enhance its credibility, expertise and standing.

Effective workforce development and succession development are seen as critical to the Department's future performance and its ability to innovate, respond positively to changes in its operating environment and avail itself of future business opportunities. The Award therefore focuses not only on the revision of conditions of employment, but stresses workforce management and development. It is based on maintaining, improving, developing and rewarding the skills, knowledge and attributes required of its workforce and provides a commitment to ongoing employment.

In providing more flexible working conditions for officers, the Award also recognises the need to accommodate work and family issues through flexible working arrangements.

The parties recognise the need to strive to achieve best practice in human resource management and to resolve any issues that may currently exist preventing effective workforce management, officer development and the ability to utilise skills. To this end the parties agree to work, during the life of the Award, towards:

The creation of a culture which acknowledges the importance and fosters the development of technical, managerial and business skills; together with a progressive outlook;

Organisation and classification structures that support the business needs of the Department in the most effective way, provide for appropriate managerial and specialist career paths and allow for innovative opportunities in development and multi-skilling;

Training and development programs and activities aimed at meeting corporate requirements and priorities as well as individual job and career development needs, (with the support of senior management):

Equitable development of officers to be achieved by managers conducting performance reviews and offering guidance and direction regarding training and development initiatives. This aims to: facilitate improved on the job performance; provide greater job promotion potential, and prepare for future challenges and opportunities from both the domestic and international environments;

Senior management supporting managers and officers working co-operatively together to resolve issues that prevent workforce development and to identify opportunities for continuous improvement in departmental operations;

Development and maintenance of open communication between all levels of the workforce and improvement in communication skills across the organisation;

Ongoing improvements in safety, quality service and efficiency; and

A workplace environment that is supportive of management and officers maximising their contribution to the business of the Department.

## 3. Definitions

"Act" means the *Public Sector Employment and Management Act 2002*.

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

"Department" means the NSW Department of Trade & Investment, Regional Infrastructure & Services and the NSW Department of Finance and Services, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.

"Departmental Officer" means officers employed in the Land & Property Information Division of the NSW Department of Finance and Services and officers who were formerly part of the Land and Property Management Authority in accordance with Clause 20 of the Public Sector Employment and Management (Departments) Order 2011, who are now employed in the NSW Department of Trade & Investment, Regional Infrastructure & Services.

"DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.

"Director General" means the Director General of the NSW Department of Trade & Investment, Regional Infrastructure & Services and the NSW Department of Finance and Services.

"Grade/Level" means a single grade: General Scale; Grade 1-2; Grade 3-4; Grade 5-6; Grade 7-8; Grade 9-10; Grade 11; Grade 12; Senior Officer Grade 1; Senior Officer Grade 2; Senior Officer Grade 3, as set out in Table 1 Departmental Officer Salary Rates and applied to positions created in terms of Section 9 (2) of the *Public Sector Employment and Management Act 2002* and evaluated in accordance with the Department's approved Job Evaluation system and the conditions of this Award.

"Officer" means and includes all persons permanently or temporarily employed either as a full time or part time officer, in any capacity under the provisions of Part 2 of the Public Sector Employment and Management Act 2002 and includes an Officer on probation, but does not include the Director General, statutory appointees or a member of the Senior Executive Service as defined under the Act.

"Public Service" means the Public Service of New South Wales, as defined in the *Public Sector Employment and Management Act 2002*.

"Position" means a position as defined in Section 9 of the *Public Sector Employment and Management Act 2002*.

"Service" means continuous service for salary purposes.

#### **4. Classification and Salary Rates**

- 4.1 The classification under this Award is titled "Departmental Officer", eg Senior Surveyor, Departmental Officer Grade.
- 4.2 The salary rates are set out in Table 1 - Departmental Officer Salary Rates - Classification and Grades, of Part B Monetary Rates. The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

#### **5. Preservation of Conditions for Staff Employed under Previous Awards**

- 5.1 Preservation Rights: A Memorandum of Understanding regarding progression rights of PSA members was agreed in conjunction with the former Crown Employees (NSW Department of Lands - Conditions of Employment) Award 2004 published 2 September 2005 (353 IG 542), which took effect from 22 February 2005.
- 5.2 Lands Officers

Officers previously employed under the Crown Employees (Lands Officers - Department of Land and Water Conservation and Department of Information Technology and Management 1999) Award published 23 June 2000 (316 I.G. 728) transferred to this award; however, officers who transferred to levels of General Scale, Grade 1-2 and Grade 3-4 shall be entitled to progress, subject to satisfactory performance, on an annual incremental basis in accordance with the prior award, to the equivalent salary of Lands Officer Level 3 year 2.

Lands Officers Level 4 transferred to this award. Any structural anomalies within Administrative and Clerical Officers grade 5/6 created by the transition will be addressed in any new structure developed to meet the future business objectives of the Department.

5.3 Officers with a substantive salary equivalent to Grade 11 who occupy positions presently graded at A&C 11/12 or DITM Officer Grade 11/12

Officers previously employed under the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award published 23 April 2004 (344 I.G. 155) or the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 published 12 March 2004 (343 I.G. 628), with a substantive salary equivalent of A&C Grade 11, year 1 or year 2, and currently permanently occupying positions of Grade 11/12 shall be entitled to progress, subject to satisfactory performance, on an annual incremental basis, to the equivalent salary of Clerk Grade 12, year 2.

5.4 Surveyors

Officers previously employed under the Surveyors, Trigonometrical and Cartographic Surveyors Agreement No. 2449 of 1982 transferred to this award (except that the progression barrier for registration requiring a Surveyor to become registered in terms of Section 10 of the Surveyors Act, 1929 will be included in Position Descriptions where it would be a requirement to carry out the accountabilities of positions). Preservation of rights to progression under the prior award will apply to Surveyors employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.5 Valuers

Officers previously employed under the Crown Employees (Regional Directors and Valuers - All Classes - Valuer General's Office, Department of Information Technology and Management) Award published 28 April 2000 (315 I.G. 238) transferred to this award. Preservation rights to progression under the prior award apply to Valuers employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.6 DITM Officers

Officers previously employed under the Crown Employees (NSW Department of Information Technology and Management) Conditions of Employment Award 2002 published 12 March 2004 (343 IG 628) transferred to this award. Preservation rights to progression under the prior award apply to DITM Officers employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.7 Clerks

Officers previously employed under the Crown Employees (Administrative and Clerical Officers - Salaries 2003) Award published 23 April 2004 (344 I.G. 155) transferred to this award. Preservation rights to progression under the prior award will apply to Clerks employed by the Department of Lands immediately prior to the registration of this award on 22 February 2005.

5.8 Clerical Officers

Officers previously employed under the Clerical Officers All Departments Agreement No 2515 of 1988 transferred to this award.

5.9 Field Hands and Instrument Man

Officers previously employed under the Surveyors' Field Hands (State) Award published 23 November 2001 (329 IG 889) became permanent officers upon commencement of this Award on 22 February 2005 and classified as Departmental Officers and transferred to this award at their current salary. The grading of their jobs will then be determined in accordance with the outcome of job evaluation.

## 6. Job Evaluation

- 6.1 The job evaluation system agreed by the parties to this award is the Mercer CED Job Evaluation System. The systematic and objective process of assessing the work value of positions within the Department will continue to be applied utilising the approved Job Evaluation policy and procedures.
- 6.2 The Job Evaluation Committee will comprise the Director, Corporate People and Performance Group as chair, the Senior Manager, HR Development and Planning, and two PSA representatives. The Job Evaluation Committee will identify those positions that should be evaluated.
- 6.3 The priority in which positions are to be evaluated will be determined by agreement between Management, the Job Evaluation Committee, and the PSA. Highest priority will be given to areas of the Department where the greatest benefit to officers in terms of equity will result. Evaluation of identified positions will be completed within 12 months.
- 6.4 Job Evaluation will be managed by the Corporate People and Performance Group. Officers and consultants participating in the job evaluation process will be accredited in the Mercer C E D Job Analysis and Job Evaluation process. Where required, Mercer Human Resource Consulting (Cullen Egan Dell CED consultants), a management representative and a PSA representative will perform a quality control check on Position Descriptions to ensure consistency in format and content.
- 6.5 Job evaluation allowance: Where an existing position has been incorporated into a new or revised organisation structure and the work hasn't changed substantially but job evaluation indicates a higher salary level for the same work, and the current occupant is performing satisfactorily in the position, the current occupant of the position may be paid by way of Job Evaluation allowance. Payment by way of Job Evaluation allowance is also subject to the existing occupant of the position having been appointed following a process of competitive merit selection. Where the work has changed substantially or the position falls vacant the position should be filled by merit selection. Payment of a Job Evaluation allowance is an option available for consideration in light of the particular circumstances. The allowance is subject to approval of the Director General on a case-by-case basis, as set out in Premier's Department Circulars No. 97-35 and 98-50, implementation of job evaluation outcomes.
- 6.6 All anomalies with the outcomes of job evaluation will be referred for resolution to the Transition Committee established under clause 5, Transition Arrangements of this award.

## 7. Qualifications Review Committee

- 7.1 A Qualifications Review Committee shall be convened and shall include representatives from management, unions and officers with expertise in the area of qualification. Such representation shall consist of two management representatives, two union nominees and may call on officers or external advisers with expertise in the area of the qualification being discussed. The Committee shall be constituted for the period of this award for the purpose of making recommendations to the Director General.
- 7.2 The Committee shall from time to time sit to determine the appropriate skills and qualifications required for given positions within the Department. The Committee shall from time to time also consider the current status of qualifications that are used in this award in relation to the various levels of Departmental Officers as set out in the award. If agreement cannot be reached in this committee, the Director General will facilitate a resolution.

## 8. Working Hours and Arrangements

The provisions of the Department of Lands Flexible Working Hours Agreement 2004 will apply with the exception of those officers exempted in that Agreement.

## 9. Conditions of Employment

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 as provided for under the *Public Sector*

*Employment and Management Act 2002, Public Sector Employment and Management Regulation 2009, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any awards replacing these awards.*

## 10. Training

The parties agree that all officers shall be provided with opportunities for career, professional and personal development. The joint aim is to develop a highly skilled and efficient workforce and to ensure that all officers are sufficiently skilled to meet the present and future needs of the Department.

The Department's commitment to training and development will include (but will not be limited to):

The reimbursement of course fees for officers undertaking tertiary or vocational studies shall be 100% on successful completion where the study relates directly to the position occupied. Where a Manager considers that the study does not relate directly to the position but will be beneficial to the organisation, and so approves, reimbursement of fees, upon successful completion, may be within the range of 50% to 100%. The Director General or their delegate will determine any appeal relating to decisions concerning payment of course fees.

A commitment to the provision of external training programs;

Implementation of a Performance Development Program;

The provision of training and re-training wherever re-organisation creates new skill requirements;

Equipping all officers with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

Providing training in information technology to enable officers to use the technological tools required to perform their duties;

Providing the training needed to ensure that those officers, whose performance has been identified as requiring improvement have every opportunity to improve their performance;

Equity of access to training and development opportunities for all officers, including part time officers;

Dependent care assistance (dependant care, by way of payment, may be provided to enable officers with dependant responsibilities to pursue training and development opportunities).

During the life of this award, the Department agrees to examine and implement various options to facilitate skill enhancement and career development for all officers. These options may include:

Job rotation;

Secondments;

Participation in work forums;

Placements in other organisations with the agreement of the officer;

Mentor and coaching programs;

Attendance at conferences and seminars;

Officers exchange programs with the agreement of the officer.

In order to meet these aims, the following have been agreed by the parties:

A commitment to updating skill profiles from the Training Needs Analysis process to assist officers and management to determine appropriate training needs;

To include officers training and development responsibilities in the key accountabilities of all managers and supervisors;

Individual officers will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

Furthermore, the parties agree to an ongoing commitment to the Vocational Education and Training (VET) system - that is, the promotion and implementation of the Public Sector training package through the NSW Public Sector Industry Training Advisory Body (NSW PSITAB).

This includes embracing the development of a National Competencies training project encompassing:

An increase in the number of workplace trainers and assessors within the Department;

Time for trainers and assessors to recognise the current competencies held by departmental officers;

All in-house training to be in line with National Competency Standards so officers can work toward a nationally recognised public sector qualification.

### **11. Use of Consultants and Contractors**

In line with Government commitments, the parties agree to develop programs to reduce the use of consultants/contractors by greater reliance on the expertise of professional public servants and the development of strict quality control procedures for the engagement of outside assistance.

The Department agrees to consult with the Association on engagement and use of consultants and contractors

### **12. Employee Assistance Program**

The Department will continue to make available to all its officers a free and confidential Employee Assistance Program.

The Employee Assistance Program is an independent and confidential counselling service which provides counselling free of charge for a wide range of personal and/or work related problems.

### **13. Travel Passes**

The Department undertakes to allow salary deduction for public transport travel passes.

### **14. Grievance and Dispute Procedures under This Award**

- 14.1 All grievances disputes or difficulties 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 to higher levels of authority in the Department, if required.
- 14.2 Officers are required to notify (in writing or otherwise) their immediate supervisor or 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.
- 14.3 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 Director General or delegate.
- 14.4 The immediate supervisor, manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within seven (7) days of the matter being brought to attention.

- 14.5 If the matter is unresolved with the immediate supervisor or manager, the officer may request to meet with the appropriate person at the next level of management in order to review the matter. This officer shall respond within seven (7) days. If there are matters or issues that still remain unresolved by both parties then they should be referred to the Senior Manager of the work area who should include a representative from Human Resource Services in discussions.
- 14.6 In the event that the matter remains unresolved, the Director General shall provide a written response within 21 days to the officer and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reasons for not taking action, in relation to the matter.
- 14.7 An officer who is a member of an Association may request to be represented by an Association representative at any stage of the procedures.
- 14.8 The officer or Association on his/her behalf, or the Director General, may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 14.9 The officer and/or Association and/or the Director General shall agree to be bound by a lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.
- 14.10 Whilst the procedures are being followed, normal work undertaken prior to the notification of the grievance or dispute shall continue, except in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any officer, or member of the public.
- 14.11 These procedures should be read in conjunction with the Department's Grievance Resolution Policy and Procedures and in no way diminish Grievance resolution procedures contained in that policy.

### **15. Saving of Rights**

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

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

- 16.1 The award shall apply to all officers employed in the classification of Departmental Officer in the Department of Lands.
- 16.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales of 28 April 1999 (310 I.G 359) take effect on and from 29 March 2012
- 16.3 Changes made to this award subsequent to it first being published on 26 December 2008 (366 I.G. 1501) have been incorporated into this award as part of the review.



**PART B****MONETARY RATES****Table 1 - Departmental Officer Salary Rates**

Effective from the beginning of the first pay period to commence on or after 1 July 2011.

Departmental Officer			
Classifications and Grades		Common Salary Point	1.07.11 Per annum \$
General Scale	Year 1	7	33,193
	Year 2	11	37,729
	Year 3	17	40,662
	Year 4	20	41,771
	Year 5	23	43,539
	Year 6	25	44,329
	Year 7	28	45,428
	Year 8	32	47,108
	Year 9	36	48,816
	Year 10	40	50,619
Grade 1-2 (Level 1)	Year 1	46	53,407
	Year 2	49	54,977
	Year 3	52	56,509
	Year 4	55	58,060
Grade 3-4 (Level 2)	Year 1	58	59,705
	Year 2	61	61,505
	Year 3	64	63,425
	Year 4	67	65,376
Grade 5-6 (Level 3)	Year 1	75	70,480
	Year 2	78	72,702
	Year 3	82	75,552
	Year 4	85	77,767
Grade 7-8 (Level 4)	Year 1	88	80,096
	Year 2	91	82,491
	Year 3	95	85,928
	Year 4	98	88,660
Grade 9-10 (Level 5)	Year 1	101	91,303
	Year 2	104	93,870
	Year 3	108	97,702
	Year 4	111	100,613
Grade 11 (Level 6)	Year 1	116	105,602
	Year 2	120	110,079
Grade 12 (Level 7)	Year 1	126	116,974
	Year 2	130	122,128

Senior Officer	Year 1	-	136,651
Grade 1 (Level 8)	Year 2	-	147,245
Senior Officer	Year 1	-	149,737
Grade 2 (Level 9)	Year 2	-	160,294
Senior Officer	Year 1	-	165,658
Grade 3 (Level 10)	Year 2	-	181,844

C. G. STAFF J.

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**CROWN EMPLOYEES (GREYHOUND AND HARNESS RACING  
REGULATORY AUTHORITY - GREYHOUND RACING  
EMPLOYEES) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 226 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Greyhound and Harness Racing Regulatory Authority - Greyhound Racing Employees) Award 2007 published 14 December 2007 (364 I.G. 734) as varied, be rescinded on and from 30 March 2012.

C.G. STAFF *J*

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**CROWN EMPLOYEES (GREYHOUND AND HARNESS RACING  
REGULATORY AUTHORITY - HARNESS RACING STAFF)  
CONDITIONS OF EMPLOYMENT AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 227 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Greyhound and Harness Racing Regulatory Authority - Harness Racing Staff) Conditions of Employment Award 2007 published 28 September 2007 (363 I.G. 806) as varied, be rescinded on and from 30 March 2012.

C.G. STAFF *J*

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# **CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION AND COMMUNITIES) WAGES AND CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 120 of 2012)

Before The Honourable Mr Justice Staff

20 March 2012

## **REVIEWED AWARD**

Clause No.      Subject Matter

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#### 2. Title

This award shall be known as the Crown Employees (Household Staff - Department of Education and Communities) Wages and Conditions Award.

#### 3. Dictionary

- 3.1 "Act" means the *Public Sector Employment and Management Act 2002*.
- 3.2 "Union" means Liquor and Hospitality Division, United Voice .
- 3.3 "Casual Employee" means any employee engaged as such who is not an officer or temporary employee.
- 3.4 "Employee" means a person employed in any capacity under the provisions of the Act as Household Staff.
- 3.5 "Department" means the Department of Education and Communities, as specified in Schedule 1 of the Act.
- 3.6 "Household Staff" means and includes all employees employed in a residential agricultural high school as:  
  
"Household Staff Grade 1" and occupies a position of Kitchen Hand or Useful, Cleaner, Room Attendant, Dining Room Attendant, Laundry Attendant, Stores Steward;  
  
"Household Staff Grade 2" and occupies a position of Butcher (casual), Cook (unqualified);  
  
"Household Staff Grade 3" and occupies a position of Laundry Supervisor, Cook (qualified), Dining Room Supervisor, Housekeeper/Cleaning Supervisor;  
  
"Household Staff Grade 4" and occupies a position of First Cook (qualified);  
  
"Household Staff Grade 5" and occupies a position of Catering Supervisor.
- 3.7 "Normal Work" means the duties and responsibilities relevant to the statement of duties or position description of an employee or employees.

- 3.8 "Principal" means a teacher appointed as such to be responsible for the management, organisation, supervision and efficiency of a residential agricultural high school and all departments within that school or his or her nominee.
- 3.9 "Regulation" means the Public Sector Employment and Management (General) Regulation, 2009.
- 3.10 "Residential Agricultural High School" means Farrer Memorial Agricultural High School, Hurlstone Agricultural High School or Yanco Agricultural High School or any other school classified as such by the Director-General.
- 3.11 "Wage Rates" means the ordinary time rate of pay for the employee's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as wages.

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

- 4.1 This award covers all household staff, employed under the Act in a Residential Agricultural High School in the following classifications:

Household Staff Grade 1  
Household Staff Grade 2  
Household Staff Grade 3  
Household Staff Grade 4  
Household Staff Grade 5

- 4.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Household Staff - Department of Education and Training) Wages and Conditions Award published 14 March 2008 ( 365 I.G. 54) and all variations thereof.
- 4.3 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 20 March 2012.

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

#### **5. Classification Structure**

- 5.1 Household Staff - Grade 1

Household staff Grade 1 means a person employed in the following classifications: Kitchenhand, Useful, Cleaner, Dining Room Attendant, Laundry Attendant, Stores Steward.

A Grade 1 position is one where the employee:

undertakes for a substantial part of the time routine or repetitive duties involving the application of clearly prescribed standard procedures requiring the use of some discretion; and

works under direct supervision, either individually or as a member of a team, to a level of training held by the individual.

Without limiting the foregoing, a Grade 1 employee may be required to perform the following indicative duties:

non-cooking duties in the kitchen including the assembly, preparation and measurement of food items;

completion of basic stock control documentation such as requisition and ordering of goods;

general cleaning of dormitories, dining areas or other public areas of the boarding school;

purchasing and stock control duties, including receipt, ordering and inventory control of goods, ordering goods of a type directed by the employer from approved suppliers;

general room attendant duties in boarding houses; and

repairs to linen or clothing.

#### 5.2 Household Staff - Grade 2

Household staff Grade 2 means a person employed in the following classifications: Butcher (casual), Cook (unqualified).

A Grade 2 position is one where the employee:

undertakes duties which involve some initiative and decision making to a level of training held by the individual; and

has responsibility for the quality of their own work subject to routine supervision.

Without limiting the foregoing, a Grade 2 employee may be required to perform the following indicative duties:

basic cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;

butchering and preparation of the various cuts of mutton, beef and pork, as required by the daily menus; and

clean and conduct routine maintenance of equipment, eg. band saw, mincer, hand saw, knives, in compliance with occupational health and safety requirements and ensure that all work processes comply with the legislative requirements set by the NSW Meat Industry Authority.

#### 5.3 Household Staff - Grade 3

Household staff Grade 3 means a person employed in the following classifications: Laundry Supervisor, Dining Room Supervisor, Housekeeper/Cleaning Supervisor, Cook (qualified).

A Grade 3 position is one where the employee:

works under minimal supervision to a level of training held by the individual;

plans their own and other work schedules as approved by the employer;

assists in the training and supervision of employees at lower levels; and

is competent in technical areas as required for the position.

Without limiting the foregoing, a Grade 3 employee may be required to perform the following indicative duties:

general cooking duties including the preparation of standard meals, baking and pastry cooking of a variety of food items;

supervise persons in the delivery of goods or items to students from the dining room;

is responsible for the supervision and control of domestic staff and who may be required to perform the duties of domestic staff; and



manages all facets of the boarding school's cleaning services including the preparation of duty rosters and supervision of staff to ensure the provision of an efficient cleaning and laundry service.

#### 5.4 Household Staff - Grade 4

Household staff Grade 4 means a person employed in the classification of First Cook (qualified).

A Grade 4 position is one where the employee:

receives limited instructions regarding work assignments and usually works without supervision;

is regularly required to exercise independent initiative and judgement;

directly supervises a small group of employees in a section of the school;

would be expected to have completed an apprenticeship or have passed the appropriate trade test in cookery, baking or pastry cooking and have completed appropriate additional training and who is engaged in supervising other trade-qualified cooks; or

would be expected to have undertaken and completed skill developing programs relevant to the skills and duties required to be undertaken. This requirement may be satisfied by Department of Education and Communities sponsored programs, relevant trade qualification and/or post-secondary training which may include TAFE training or recognition of relevant prior learning or practical experience accepted by the Department.

Without limiting the foregoing, a Grade 4 employee may be required to perform the following indicative duties:

cooking duties including a la carte cooking, baking, pastry cooking or butchery and the supervision of the operation;

oversee proper preparation of ingredients by kitchen staff in time for cooking and maintain detailed account of daily menus in Chef's Register;

conduct daily routine maintenance and cleaning of kitchen equipment and facilities; and

conduct routine maintenance and thorough cleaning of kitchen equipment and facilities during school vacation breaks.

#### 5.5 Household Staff - Grade 5

Household staff Grade 5 means a person employed in the classification of Catering Supervisor.

A Grade 5 position is one where the employee:

requires minimal instruction in the performance of their duties;

exercises substantial responsibility and independent initiative and judgement with a detailed knowledge of workplace procedures and of the employer's business;

has responsibility for employees in one or more sections of the school; and

is required to have undertaken and completed post-secondary training provided by an accredited training provider relevant to the tasks required by the Department for this grade, or has engaged in extensive equivalent in-service training, or has significant and substantial technical and procedural knowledge which is regarded by the Department to be equivalent to the required post-secondary training.

Without limiting the foregoing, a Grade 5 employee may be required to perform the following indicative duties:

menu planning and preparation of duty rosters; and supervision of staff to ensure provision of efficient catering service; and

supervision, training and co-ordination of staff, responsibility for their efficient allocation and control, in one or more sections of the school.

### **6. Training and Development**

- 6.1 The principal will review, on annual basis, training and development opportunities for household staff.
- 6.2 Training and development will be based on:
  - 6.2.1 current and future job needs and career path planning; and
  - 6.2.2 recognition of each employee's previous learning and building on this through the gaining of new skills/competencies.
- 6.3 Attendance of household staff at approved training and development activities during the hours of 6.00 am to 8.00 pm is to be regarded as being on duty.
- 6.4 Approved training and development activities will be conducted, wherever possible, between the hours of 6.00 am to 8.00 pm.
- 6.5 Any actual necessary expenses relating to travel, meals and accommodation incurred in attending approved training and development activities will be reimbursed by the Department.

### **7. Multi-Skilling**

- 7.1 Taking into account an employee's experience and training, a principal may require an employee to perform any of the duties appropriate to their classification or of a lower classification without any reduction in pay.

### **8. Performance Management Scheme**

- 8.1 Objectives -
  - 8.1.1 Develop and improve the quality of employee performance.
  - 8.1.2 Focus work on the objectives of the Department's strategic plan and the school's plan.
  - 8.1.3 Provide performance related guidance and feedback on performance and achievements of objectives.
  - 8.1.4 Provide opportunities for employees to provide input into school planning.
  - 8.1.5 Support employee's career development needs.
- 8.2 Principles -
  - 8.2.1 The work of employees is centred on providing support to schools as identified in the school's plan.
  - 8.2.2 Performance Management:
    - (i) Focuses on the achievement of agreed objectives based on the Department's strategic plan and the school's plan;
    - (ii) Focuses on recognition of employee performance and development of skills;

- (iii) Provides feedback which enables employees to improve the quality of their work;
- (iv) Is a continuous and systematic process with clearly stated purposes;
- (v) Provides for review and reassessment of the roles and responsibilities of employees within the context of changes in the school's plan; and
- (vi) Includes regular progress review meetings and an annual performance meeting between the employee and supervisor to provide feedback on performance and achievements and to identify training and development needs.

### 8.3 Process -

8.3.1 The employee and supervisor will use negotiated processes to decide upon:

- (i) The work objectives of the individual employee consistent with the priorities identified in the school's plan;
- (ii) The frequency of regular progress meetings using as a base a minimum of four meetings per year; and
- (iii) Procedures for documenting and reporting on achievement, and providing feedback on achievement.

### 8.4 Documentation -

8.4.1 Documentation should be kept to a minimum and should satisfy all parties that a process has taken place and has been evaluated. Documentation should remain confidential to the participants.

8.4.2 Regular progress review meetings do not require documentation unless agreed to by the employee and the supervisor.

8.4.3 The annual performance meeting provides an overall evaluation for the review period in which the supervisor, in consultation with the employee will write an annual report summarising:

- (i) Performance and achievements during the year.
- (ii) Training and development plans for the ensuing year.
- (iii) Work objectives for the ensuing year.

## 9. Wages

9.1 Subject to the provisions of the Act, and the regulations thereunder, the wage rates as set out in Table 1 - Wages, of Schedule A, Monetary Rates shall be paid to full time employees appointed to the positions specified.

9.2 The maximum rates of pay for part time employees shall be the hourly equivalent of the ordinary weekly rate of pay of the classification in which the employee is engaged for the actual number of hours worked.

9.3 The hourly equivalent for the purpose of subclause 9.2 shall be:

9.3.1 based on 38 hours per week where a part time employee is not accruing credits towards rostered days off but is paid only for hours worked; or

9.3.2 based on 40 hours per week where a part time employee is accruing credit for time worked towards rostered days off in accordance with subclause 13.2 of this award.

- 9.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed, with a minimum of three hours pay for each engagement, with additional loadings as follows:
- 9.4.1 a loading of 33 1/3% for casual work Monday to Friday;
- 9.4.2 a loading of 50% for casual work on Saturday;
- 9.4.3 a loading of 75% for casual work on Sunday;
- 9.4.4 a loading of 150% for casual work on a public holiday.
- 9.5 The casual loading of 33 1/3% for casual work Monday to Friday consists of 25% plus 8 1/3% or one twelfth pro-rata annual leave.
- 9.6 The casual hourly rates of pay are inclusive of all forms of leave except for long service leave entitlements which accrue according to the provisions of the Long Service Leave Act 1955.
- 9.7 The wage rates as set out in Table 1 - Wages, of Schedule A, Monetary Rates shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award or any variations to or successor instruments to the said award.

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

- 10.1 An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 7 - Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2011 or any variation to or successor instruments to the said award shall apply.

#### **11. Higher Duties**

- 11.1 Provisions related to higher duties and acting allowances are prescribed in the Regulation.
- 11.2 Payment of higher duties is not to be made to another employee for undertaking some or all of the duties of an employee who is absent on a rostered day off.

#### **12. Broken Shift Allowance**

- 12.1 The additional payment prescribed by this clause shall not apply to time worked on Saturday and Sunday where allowances are payable in terms of clause 14, Work Performed on Weekends, or in the computation of overtime rates.
- 12.2 Employees who are required to work a broken shift shall be paid an amount as set out in Schedule A Table 2 - Allowances, as a broken shift allowance.

#### **13. Hours of Work**

- 13.1 Subject to subclause 13.1.3 of this clause the ordinary hours of work shall not exceed an average of 38 hours per week where a weekly roster is observed or 76 hours per fortnight where a fortnightly roster is observed. Such ordinary hours shall be worked in five days on a weekly roster or in ten days on a fortnightly roster and within a margin of fourteen hours per day provided that in order to provide household staff with greater flexibility and to provide the schools with improved efficiency in rostering provisions:
- 13.1.1 the margin for the ordinary hours of work on any one day shall be 6.00 am to 8.00 pm. The margin of hours shall be calculated from the time of starting to the time of finishing and shall include all time for meals.

- 13.1.2 the actual ordinary hours worked by a full time employee in any week may, by written agreement between the principal and the employee, be averaged over a period of four weeks between the hours of 6.00 am and 8.00 pm provided that:
- (i) the total ordinary hours worked in the four week period must not exceed 152 hours;
  - (ii) full time employees are required to be on duty for a minimum of three hours on any one rostered day.
- 13.1.3 the ordinary hours as specified in subclause 13.1 of this clause shall be arranged so that the hours worked on each day shall include a proportion of one hour (such proportion will be on the basis of 0.4 of one hour for each eight ordinary hours worked). The proportion shall accumulate to allow the employee to take one rostered day off in each twenty day, four week cycle, paid for as though worked, with a maximum of twelve days per annum.
- 13.1.4 where the day off provided under subclause 13.1.3 of this clause is taken on a rostered basis, where practicable the day chosen shall be one preceding or following the employee's normal rostered day(s) off. Another day shall be substituted where a public holiday occurs on the rostered day off.
- 13.1.5 by agreement of the principal rostered days off may accumulate and may be scheduled during the appropriate vacation periods to suit the needs of the employer. Such accumulation is not to exceed five days. Dates for the taking of such accumulated leave shall be agreed mutually between the employee and principal throughout the year.
- 13.1.6 an employee who has not worked a complete four week cycle shall receive pro rata accrued entitlements in respect of the rostered day off.
- 13.1.7 each day of paid sick leave taken during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 13.1.8 accrued rostered days off, where taken, shall be regarded as days worked for accrual purposes in the particular twenty day shift cycle.
- 13.1.9 time towards a rostered day off shall not accrue whilst an employee is on the first four weeks of recreation leave accrued each year.
- 13.1.10 where an employee is absent on extended leave and/or worker's compensation during a cycle and returns prior to the end of that cycle, time absent during that cycle shall count towards the accrual of time for the purpose of taking a rostered day off during that cycle. An employee who is absent on extended leave and/or worker's compensation for a full cycle shall not be entitled to accumulate time towards a rostered day off during that cycle.
- 13.1.11 employees on an ordinary weekly or fortnightly roster shall be granted two days off duty each week.
- 13.1.12 shift rosters may be changed on seven days notice or at any time by mutual consent, or in exceptional circumstances on twelve hours notice if rendered necessary by the absence of other employees from duty or shortage of staff, or other exceptional circumstances.
- 13.2 Part time employees who work regular hours on a five day basis shall be entitled, by mutual agreement between the principal and the employee, to the benefit of the 38 hour week, 19 day month on a pro rata basis.
- 13.3 Casual employees shall not be eligible to accumulate time in accordance with the provisions of this award for the benefit of the 38 hour week, 19 day month.
- 13.4 The starting and finishing times of employees shall be as determined by the principal to suit the needs of the school following consultation with the employees.

- 13.5 Employees cannot be required to work more than five hours in one continuous period without an unpaid meal break of at least 30 minutes.
- 13.6 No employee shall be eligible for sick leave when on rostered days off arising from the 38 hour week, 19 day month.

#### **14. Work Performed on Weekends**

- 14.1 Time worked on Saturdays and Sundays, other than that worked as overtime, shall be paid for at the rate of:

Saturday - time and one half;

Sunday - time and three quarters;

provided that a shift in which the majority of hours are worked on a Saturday or Sunday shall, for the purpose of this clause, be regarded as a Saturday or Sunday shift as the case may be.

#### **15. Public Holidays**

- 15.1 Provisions relating to public holidays are prescribed in the Regulation.
- 15.2 Where an employee is required to and does work on a public holiday, the employee shall be paid double time and a half for time worked. Such payment shall be in lieu of any other penalty rates that would have been payable had the day not been a public holiday.
- 15.3 Where a public holiday falls on an employee's normal rostered day off and the employee is not required to work on that day, the employee shall be paid one day's pay for the public holiday or have one day added to their annual holidays for each such day. Provided that this provision shall not apply to an employee who is regularly rostered to work Monday to Friday and the public holiday falls on a Saturday or Sunday.

#### **16. Overtime**

- 16.1 The principal may require any employee to work reasonable overtime and such employee shall work overtime in accordance with such requirement, provided that an employee shall have ten hours off duty between the termination of work on one day and the commencement of ordinary work on the next day.
- 16.2 Subject to clause 16.1, the principal may require an employee to work reasonable overtime at overtime rates.
- 16.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 16.4 For the purposes of clause 16.2 what is unreasonable or otherwise will be determined having regard to:
- (i) any risk to an employee's health and safety;
  - (ii) the employee's personal circumstances including any family and carer responsibilities;
  - (iii) the needs of the workplace or enterprise;
  - (iv) the notice (if given) by the principal of the overtime and by the employee of his or her intention to refuse it; and
  - (v) any other relevant matter.
- 16.5 Subject to the provisions of clause 13 of this award, overtime at the rate of time and one-half for the first two hours and double time thereafter shall be paid for all time worked:

- 16.5.1 in excess of the daily rostered hours on any one day (inclusive of time worked for accrual purposes in accord with the provisions for a 38 hour week, 19 day month); or
- 16.5.2 in excess of 38 hours per week where a weekly roster is observed; or
- 16.5.3 in excess of 76 hours per fortnight where a fortnightly roster is observed; or
- 16.5.4 in excess of 152 hours per four week period where a four week roster is observed; or
- 16.5.5 on normal rostered days off; or
- 16.5.6 in excess of the maximum spread of hours (inclusive of the time worked for accrual purposes in accordance with the provisions of a 38 hour week, 19 day month).
- 16.6 Provided that overtime worked on Sundays shall be paid for at the rate of double time and where an employee is brought in to work overtime on a Sunday which is the employee's rostered day off, the employee shall be paid for such overtime with a minimum payment of four hours at that rate and provided that overtime worked on a public holiday shall be paid at the rate of double time and one half.
- 16.7 An employee required to work overtime of two hours or more without being notified on the previous day or earlier shall be supplied with a meal by the employer.
- 16.8 In computing overtime each day's work shall stand alone.
- 16.9 For the purpose of calculating overtime payments, the hourly rate of pay shall be determined by dividing the weekly rate of pay by 38.
- 16.10 An employee who works overtime may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
- 16.11 The following provisions shall apply to the leave in lieu:
- 16.11.1 the employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the employee intends to take leave in lieu of payment;
- 16.11.2 the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
- 16.11.3 the leave must be taken at the convenience of the school, except when leave in lieu is being taken to look after a sick family member in terms of subclause 20.1.1 of this award;
- 16.11.4 the leave shall be taken in multiples of a quarter day;
- 16.11.5 leave in lieu accrued in respect of overtime worked on days other than public holidays shall be given by the school and taken by the employee within three months of accrual unless alternate local arrangement have been made;
- 16.11.6 at the employee's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the employee's annual leave and may be taken in conjunction with annual leave; and
- 16.11.7 an employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

## 17. Leave

### 17.1 General -

17.1.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation.

### 17.2 Stand Down -

17.2.1 When schools are in recess and it is necessary to stand down staff, employees employed in such schools shall be paid half ordinary pay for the period during which they have been stood down, provided that they have been continuously employed for the school term immediately preceding and for the school term immediately following the period of recess.

### 17.3 Additional Leave -

17.3.1 Employees who are regularly rostered to perform duty on Sundays and public holidays shall be granted additional leave on the following basis:

Number of Ordinary Shifts Worked on Sundays and/or Public Holidays	Additional Leave
4-10	1 additional days leave
11-17	2 additional days leave
18-24	3 additional days leave
25-31	4 additional days leave
32 or more	5 additional days leave

### 17.4 Sick Leave -

17.4.1 Sick leave shall be granted in accordance with Public Sector Employment and Management (General) Regulation 2009, Part 5, clause 22.

17.4.2 No employee shall be eligible for sick leave when on rostered leave arising from the 38 hour week, 19 day month.

17.4.3 In accordance with existing provisions, the employer will exercise the right to call for proof of illness.

### 17.5 Annual Leave Loading -

17.5.1 An employee, other than a casual employee, is entitled to payment of an annual leave loading of 17.5% on the monetary value of up to four weeks recreation leave accrued in a leave year provided that:

- (i) where additional leave is accrued by an employee as compensation for work performed regularly on Sundays or public holidays, the annual leave loading shall be calculated on five weeks; and
- (ii) shift workers proceeding on recreation leave are eligible to receive the more favourable of:
  - (a) the shift premiums and penalty rates which they would have received had they not been on recreation leave; or
  - (b) 17.5% annual leave loading.



### 18. Family and Community Service Leave

- 18.1 The Director-General shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 18.2 of this clause. The Director-General may also grant leave for the purposes in subclause 18.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 18.2 Such unplanned and emergency situations may include, but not be limited to, the following:
- 18.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
  - 18.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
  - 18.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff members property and/or prevents a staff member from reporting for duty;
  - 18.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
  - 18.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Director-General considers the granting of family and community service leave to be appropriate in a particular case.
- 18.3 Family and community service leave may also be granted for:
- 18.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
  - 18.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 18.4 The definition of "family" or "relative" in this clause is the same as that provided in clause 20.1.3 of clause 20, Personal/Carer's Leave of this award.
- 18.5 Family and community service leave shall accrue as follows:
- 18.5.1 two and a half days in the staff members first year of service;
  - 18.5.2 two and a half days in the staff members second year of service; and
  - 18.5.3 one day per year thereafter.
- 18.6 If available family and community service leave is exhausted as a result of natural disasters, the Director-General shall consider applications for additional family and community service leave, if some other emergency arises.
- 18.7 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 20, Personal/Carer's Leave of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 18.8 A Director-General may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, and so on for family and community service leave purposes.

### **19. Bereavement Leave**

- 19.1 Where available family and community service leave is exhausted an employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subclause 20.1.3 below.
- 19.2 The employee must notify the principal as soon as practicable of the intention to take bereavement leave and will, if required by the principal, provide to the satisfaction of the principal proof of death.
- 19.3 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 subclause 20.1.3, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 19.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 19.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 20.2, 20.3, 20.4, 20.5 and 20.6. In determining such a request the principal will give consideration to the circumstances of the employee and the reasonable operational requirements of the school.
- 19.6 Subject to the evidentiary and notice requirements in 19.2, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 20.1.3 of 20. Personal/Carer's Leave.
- 19.7 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.
- 19.8 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

### **20. Personal/Carer's Leave**

#### **20.1 Use of Sick Leave Entitlements**

20.1.1 When family and community service leave is exhausted, an employee, other than a casual employee, with responsibilities in relation to a category of person set out in subclause 20.1.3 of this clause who needs the employee's care and support, shall be entitled to use, available paid sick leave, subject to the conditions specified in this clause, 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.

20.1.2 The sick leave shall initially be taken from the current leave year's entitlement followed, if necessary, by the sick leave accumulated over the previous three years. In special circumstances, the Director-General may grant additional sick leave from the sick leave accumulated during the employee's eligible service.

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

- (i) The employee being responsible for the care and support of the person concerned; and
- (ii) The person concerned being:
  - (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 and legal guardian), grandparent, grandchild or sibling of the employee or of spouse or of 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;
- (e) or a relative of the employee who is a member of the same household, where for the purposes of this definition:
  - 1. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
  - 2. "affinity" means a relationship that one spouse or partner has to the relatives of the other; and
  - 3. "household" means a family group living in the same domestic dwelling.

20.1.4 An employee shall, wherever practicable, give the principal 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 principal by telephone of such absence at the first opportunity on the day of absence.

20.1.5 Subject to the evidentiary and notice requirements in 20.1.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 20.1.3 of 20. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

20.1.6 The employer and the employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.

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

## 20.2 Use of Unpaid Leave for Family Purposes

20.2.1 An employee may elect, with the consent of the principal, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 20.1.3 above who is ill.

## 20.3 Use of Annual Leave -

20.3.1 An employee may elect with the consent of the principal, subject to the *Annual Holidays Act* 1944 to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties to care for a person prescribed in subclause 20.1.3 of 20. Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

20.3.2 An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

20.3.3 Access to annual leave, as prescribed in subclause 20.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.

20.3.4 An employee may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

20.4 Use of Time Off in Lieu of Payment for Overtime -

20.4.1 An employee may elect, with the consent of the principal, to take time off in lieu of payment for overtime at a time or times agreed with the principal within twelve months of the said election.

20.4.2 If, having elected to take time as leave in accordance with subclause 20.4.1 above, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.

20.4.3 Where no election is made in accordance with subclause 20.4.1, the employee shall be paid overtime rates in accordance with clause 16 of this award.

20.5 Use of Make-up Time

20.5.1 An employee may elect, with the consent of the principal, to work "make-up time". "Make-up time" is worked when the employee takes time off during ordinary hours for family or community service responsibilities, and works those hours at a later time, during the spread of ordinary hours, at the ordinary rate of pay.

20.5.2 An employee on shift work may elect, with the consent of the principal, to work "make-up time" (under which the employee takes time off during ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

20.6 Use of Rostered Days Off

20.6.1 An employee may elect, with the consent of the principal, to take a rostered day off at any time.

20.6.2 An employee may elect, with the consent of the principal, to take rostered days off in part day amounts.

20.6.3 An employee may elect, with the consent of the principal, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the principal and employee, or subject to reasonable notice by the employee or the principal.

20.6.4 This subclause is subject to the Director-General informing the Union of any intention to introduce an enterprise system of rostered day off flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.

## 21. Parental Leave

21.1 Parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996* (NSW) and the Regulation.

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

the employee or employee's spouse is pregnant; or

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.

### 21.3 Right to Request

21.3.1 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.

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

21.3.3 The employee's request and the employer's decision made under 21.3.1 (ii) and 21.3.1 (iii) must be recorded in writing.

21.3.4 Where an employee wishes to make a request under 21.3.1 (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.

### 21.4 Communication During Parental Leave

21.4.1 Where an employee is on parental leave and a definite decision has been made to introduce a 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 position 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 position the employee held before commencing parental leave.

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

21.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 21.4.1.

## 22. Anti-Discrimination

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

22.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.

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

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

22.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation; offering or providing junior rates of pay to persons under 21 years of age;

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

22.4.3 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

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

### **23. Flexible Work Organisation**

23.1 In order to improve services to students or to improve employee's working arrangements, the following process provides for the principal and employees of a school to vary the school's organisation in the following manner:

23.1.1 The principal or employees may propose a variation to existing organisational/working arrangements.

23.1.2 The proposal must be capable of being implemented within the school's overall current staffing entitlement.

23.1.3 The proposal must be agreed to by the principal and the majority of employees.

23.1.4 Consultation, where appropriate, must also take place with teaching staff, parents, students and relevant community groups.

### **24. Secure Employment**

24.1 Occupational Health and Safety

24.1.1 For the purposes of this subclause, the following definitions shall apply:

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

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

24.1.2 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):

- (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

24.1.3 Nothing in this subclause (a) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work, Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

#### 24.2 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.

24.3 This clause has no application in respect of organisations which are properly registered as *Group Training Organisations under the Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

### 25. Deduction of Union Membership Fees

- 25.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 25.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 25.3 Subject to (25.1) and (25.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 25.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 25.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 25.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### 26. Dispute and Grievance Resolution Procedures

- 26.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:

- 26.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or the Union's workplace representative will raise the dispute, question or difficulty with the principal/supervisor as soon as practicable.
- 26.1.2 An employee may request to be represented by a Union representative.
- 26.1.3 The principal/supervisor will discuss the matter with the employee and/or representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 26.1.4 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Union may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 26.1.5 Where the procedures in subclause 14.1.4 do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy Director-General Workforce Management and Systems Improvement of the Department and the Secretary of the Union. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 26.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 26.3 Whilst the above procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties. In the case of a dispute involving occupational health and safety normal work shall proceed in such a manner to avoid any risk to an employee of the Department or member of the public. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any employee or member of the public.

## SCHEDULE A

### MONETARY RATES

**Table 1 - Wages**

Household Staff -

Classification	Weekly Rate Effective from 8.7.2011 \$
Household Staff Grade 1 Kitchen Hand or Useful Cleaner Room Attendant Dining Room Attendant Laundry Attendant Stores Steward	687.30 pw
Household Staff Grade 2 Butcher (casual) Cook (unqualified) Cook (unqualified)	695.00 pw
Household Staff Grade 3 Laundry Supervisor Cook (qualified) Dining Room Supervisor Housekeeper/Cleaning Supervisor	715.90 pw



Household Staff Grade 4 First Cook (qualified)	753.30 pw
Household Staff Grade 5 Catering Supervisor	786.80 pw

**Table 2 - Allowances**

Clause	Description	Rate \$
Clause 12	Broken Shift Allowance	10.33

C. G. STAFF J.

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## CROWN EMPLOYEES (NSW DEPARTMENT OF FINANCE AND SERVICES - GRAPHIC SERVICE OPERATORS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 150 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

### REVIEWED AWARD

#### PART A

##### Arrangement

Clause No.	Subject Matter
1.	Definitions
2.	Parties
3.	Title of Award
4.	Intention
5.	General Employment Conditions
5.1	Hours of Work
5.2	Shift Transfer
5.3	Ten-hour Shift - Conditions
5.4	Accrual of Hours for Paid Leave
5.5	Classification Title and Description
5.6	Job Evaluations - Position Descriptions
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6.	Wages and Allowances
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7.	Leave
7.1	Leave Conditions (General)
7.2	Family and Community Service Leave, Personal/Carer's Leave, Parental Leave
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8.	Consultation, Grievance Procedures
8.1	Employee Representative Body
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8.3	Introduction of Change
8.4	Dispute or Grievance Handling Procedures
9.	Safety
9.1	Occupational Health and Safety
9.2	Protective Clothing
10.	Declaration
11.	Savings of Rights

## 12. Area, Incidence and Duration

## Schedule A

## PART B

## MONETARY RATES

## Table 1 - Rates of Pay

Appendix 1 - Graphic Service Operator Class 2 Multi-Skilling Training Programme

Appendix 2 - Graphic Service Operator Class 1 Multi-Skilling Training Programme

Appendix 3 - Graphic Service Operator Shift Supervisor Training Programme

Appendix 4 - Premier's Memoranda 88-40 / 91-23 / 96-17 and 97-24

Appendix 5 - Graphic Service Operator Ten-Hour Shift Roster Detail Form

**1. Definitions**

"Employee" means and includes all persons appointed as Graphic Service Operators, Department of Finance and Services and who at the date of commencement of this award were occupying one of the positions covered by this award or who after that date were appointed to such position but does not include any person who resigned or whose services were terminated prior to the signing of this award.

"DPE" means the Director of Public Employment, as established under the *Public Sector Employment and Management Act 2002*.

"Department" means the NSW Department of Finance and Services as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.

"Unions" means the Australian Manufacturing Workers Union (AMWU) and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

"Graphic Service Operator" means any employee engaged for the major purpose of operating printing machines (including film printing machines), photo typesetting, graphic reproduction, book-binding, graphic design, large format camera operation, contact printing, enlarging and film print development.

"Quality Management" (QM) means the philosophy that involves employees at all levels taking responsibility for the continuous improvement of all processes, products and services of the organisation.

"Work Team" means a committee consisting of: the Manager, Graphic Services; the Shift Supervisor of the relevant production area and the employee representative from the relevant production area.

"Consent Award Committee" means a committee consisting of: the Manager, Production and Business Development; the Manager, Human Resource Services; the Manager, Graphic Services; the AMWU Delegates and the elected representative of the PSA, AMWU and /or PSA Industrial Officers as required.

"ACTU." means the Australian Council of Trade Unions.

"TAFE NSW" means the New South Wales TAFE Commission.

"A & C" means the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007.

## 2. Parties

This award is made pursuant to the provisions of the *Industrial Relations Act 1996*, between:

The Director of Public Employment, employer for industrial purposes under the *Public Sector Employment and Management Act 2002*, the Department of Finance and Services, the Australian Manufacturing Workers Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales and shall be binding upon the DPE, the Department and all employees as defined by the award.

## 3. Title of Award

This award shall be known as the Crown Employees (NSW Department of Finance and Services - Graphic Service Operators) Award.

## 4. Intention

The purpose of this award is to regulate the terms and conditions of employment of Graphic Service Operators employed in the Department of Finance and Services.

Schedule A specifies the award provisions that this award replaces.

### 4.1 Objectives of Award

This award reflects a change in the traditional Management/Union relationship. It has been developed through a process of consultation and participation with all parties and reflects the ongoing commitment to making the Graphic Services branch of the Department of Finance and Services a fully competitive operational enterprise in an open market place.

This award has at its core the movement from a control- to a commitment-driven organisation. Employees covered by the award will attain greater skill flexibility and access to a career path. They will have greater participation in decision-making and involvement in matters that have an impact on their working environment. This will mean greater control over their work priorities, structure and outputs and the acceptance of greater responsibility and accountability. These changes will lead to increased productivity.

This award encompasses the values and principles of Quality Management (QM) and represents a new mode of working within the Department of Finance and Services.

### 4.2 Quality Assurance

The aim of the Quality Assurance commitment is to constantly reassess our working procedures and production processes so that the best possible customer service can be delivered and the highest product quality achieved in our existing environment.

In achieving these goals the Management of the Department and employees covered by this award are committed to the principles of Quality Management. The primary focus of this commitment is the ongoing compliance of the Graphic Services component of Land and Property's Quality System certified to the Australian Standard for quality assurance in design, development, production, installation and servicing AS/NZS 9001:2000.

## 5. General Employment Conditions

### 5.1 Hours of Work

1. The ordinary working hours shall be 38 hours per week and not exceed eight and three quarter hours per day. Except where provided for elsewhere in this award, the maximum hours to be worked in any one week are not to exceed 40 hours with the additional two hours per week being cumulative over a four-week period to provide the employee with one rostered day off (RDO) every four weeks. Rostered days off are to be taken with the mutual consent of both the

Department through the Manager, Graphic Services and employees and may be accumulated to a maximum of five rostered days off.

2. Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes, with the exception of extended leave and sick leave-workers' compensation, which shall be paid as follows.
3. Where the employee is absent on extended leave and/or sick leave-workers' compensation for the whole of one or more cycle of four weeks, the time involved shall not be regarded as accruing 0.4 of one hour for each day of paid absence.
4. Where the employee is absent on extended leave and/or sick leave-workers' compensation during the cycle of four weeks and returns to work prior to or on the rostered day off, the time involved during the current cycle shall be regarded as accruing 0.4 of one hour for each day of paid absence.
5. No period of work is to exceed five hours without a break for meals. The minimum time allowance for meals shall be 30 minutes with a maximum of one hour. A morning and afternoon tea break of not more than ten minutes' duration on each occasion shall be allowed each individual employee, at a time to be arranged by the Department, and shall be regarded as time worked.
6. For the purposes of this award, ten-hour shifts are permitted subject to the provisions set out in this award.

"Day shift" means any shift requiring work to be performed between the hours of 6.00 a.m. and 6.00 p.m.

"Afternoon shift" means any shift finishing after 6.00 p.m. and at or before 12.45 a.m.

"Night shift" means any shift finishing after 12.45 a.m. and or before 10.00 a.m.

## 5.2 Shift Transfer

An employee who is transferred from any shift to any other shift shall be allowed a ten-hour break between the finishing of the last shift and the commencement of the new rostered shift. An employee shall not be transferred from day shift to night shift or vice versa more than once in a working week.

## 5.3 Ten-hour Shifts - Conditions

### General

1. The ordinary working hours shall be 38 hours per week and, subject to exceptions, not exceed ten and a half hours per day. The maximum ordinary hours worked in any one week shall not exceed 40 hours with the additional two hours per week being cumulative over a five-week period.
2. Rostered days off are to be taken with the mutual consent of both the Department through the Manager, Graphic Services Branch and/or the relevant work team and may be accumulated to a maximum of five rostered days off.
3. Ordinary working hours will only change to ten-hour shift conditions when sufficient work is available and the change is approved by the Manager, Graphic Services

## 5.4 Ten - hour Shifts - Accrual of Hours for Paid Leave and Roster Arrangements

### 1. Sick Leave

For each day of paid sick leave taken, eight or ten hours (depending on mode of operation) shall be credited to the employee towards the minimum weekly requirements of 38 hours.

Where sick leave is taken in any cycle of one week, the total hours worked and the hours deemed to be as sick leave shall in total add up to a minimum of 38 hours. Where the employee seeks to accumulate an additional two hours towards a rostered day off, then 40 hours must be deemed to have worked.

2. Public Holidays

Public holiday entitlements for employees on ten-hour shifts shall be the same as if the employee was rostered to work an eight-hour five-day (Monday to Friday) roster.

Where a public holiday occurs during any cycle of one week, it shall be regarded as eight or ten hours worked towards the minimum weekly requirement of 38 hours (depending on the mode of operation).

3. Recreation Leave

Recreation leave is allocated on the basis that one day of recreation leave shall be recorded as eight or ten hours worked towards the minimum weekly requirement of 38 hours (depending on the mode of operation).

Recreation leave will be as indicated in Crown Employees (Public Service Conditions of Employment) Award 2009. Refer clause 77.

4. Extended Leave and Sick Leave

Each day of paid extended leave and sick leave shall be regarded as eight hours worked.

Where the employee is absent on extended leave and/or sick leave for the whole of one or more cycle of five weeks, the time involved shall not be regarded as accruing 0.5 of one hour for each eight hours of paid absence.

Where the employee is absent on extended leave and/or sick leave during the cycle of five weeks and returns to work prior to or on the rostered day off, the time involved during the current cycle shall be regarded as accruing 0.5 of one hour for each eight hours of paid absence.

5. Meal Breaks

No period of work is to exceed five hours without a break for meals. The minimum time allowance for meals will be 30 minutes with a maximum of one hour.

A morning and afternoon tea break of not more than ten minutes duration on each occasion shall be allowed to each individual employee, at a time to be arranged by the Department, and shall be regarded as time worked.

6. Implementation and Alteration to Rosters

All ten-hour rosters, identifying the names of staff and the times and days of the week to be worked, shall be documented (in triplicate) on form AD GS FORM 001. The roster shall be approved a minimum of one week prior to the implementation date. Copies of the roster shall be distributed and held as follows:

Pink copy - Retained in the "Ten-hour Roster Book" and held by the Manager, Graphic Services

Green copy - Appropriate work team

Original - Appropriate Shift Supervisor

All sets of triplicate AD GS FORMS shall be consecutively numbered with only one ten-hour roster book in circulation at any given time. The ten-hour roster book shall at all times be controlled by the Manager Graphic Services.

The approval of a ten-hour roster shall be conditional on the Manager, Graphic Services, the relevant Shift Supervisor and a representative of the appropriate work team authorising and signing the ten-hour shift roster form.

7. Duration of Rosters

Each approved ten-hour roster shall stand for a minimum period of one week. The period of the roster shall be recorded on the ten-hour shift roster form.

8. Alteration/Termination of Roster

Where exceptional circumstances can be proven, the Manager, Graphic Services, appropriate Shift Supervisor and work team may agree to extend, or terminate the roster. The reasons for alteration to an approved roster shall be recorded.

9. Employee Transfer from or to Existing Ten-Hour Roster

An employee may only transfer from or to a ten-hour roster after approval has been obtained from the Manager, Graphic Services, appropriate Shift Supervisor and the relevant work team roster transfers shall be recorded.

5.5 Classification Title and Description

1. Classification Title

All work performed in the Department of Finance and Services , Graphic Services Branch Bathurst site will be covered by the following classifications:

Indentured Apprentices and Trainees

Graphic Service Operator Class 2

Graphic Service Operator Class 1

Graphic Service Operator - Shift Supervisor.

2. Classification Description

Graphic Service Operator Class 2

An operator will be classified as Class 2 if they are not in receipt of one of the following certificates:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP30510

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP30710

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30210

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency-based Training Program (TAFE NSW verified).

Relevant Australian Qualifications Framework (AQF) Certificate III or higher

A recognised "Certificate of Competency" in one of the above or a similar discipline from an interstate or overseas institution.

There will be a four-level career structure for all employees covered by this classification. Progression through the career path will be dependent on the gaining of additional skills as set out in Appendix 1- Graphic Service Operator Class 2 Multi-skilling Training Programme.

Upon successful completion of the Graphic Services Operator Class 2 Competency-based Training Program, an operator shall be eligible to advance to Class 1 status.

### 3. Graphic Service Operator Class 1

An operator will be classified as Class 1 if they possess one of the following certificates:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP30510

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP30710

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30210

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency-based Training Program (TAFE NSW verified)

Relevant Australian Qualifications Framework Certificate III or higher.

A recognised "Certificate of Competency" in one of the above or a similar discipline from an interstate or overseas institution.

There will be a six-level career structure for all employees covered by this classification. Progression through the career path will be dependent on gaining of additional skills as set out in Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme.

### 4. Graphic Service Operator - Shift Supervisor

The Shift Supervisor positions are gained through successful appointment through a merit-based process within the Department of Finance and Services , Graphic Services Bathurst site. They are trade-based and open to people who possess one or more of the following qualifications:

TAFE NSW Trade Certificate for Printing & Graphic Arts (Printing) ICP30510

TAFE NSW Trade Certificate for Printing & Graphic Arts (Print Finishing) ICP30710

TAFE NSW Trade Certificate for Printing & Graphic Arts (Graphic Pre Press) ICP30210

TAFE NSW Computer Design Certificate Course for Graphic Artist (or higher)

TAFE NSW Associate Diploma in Photography or equivalent

Completion of the Graphic Service Operator Class 2 Competency Based Training Program (TAFE NSW verified)

Relevant Australian Qualifications Framework Certificate III or higher

Equivalent qualifications



## 5.6 Job Evaluations - Position Descriptions

Parties agree to continue discussions concerning job evaluation methodology to be used in determining job level outcomes within Graphic Services.

A nominated member of the AMWU/PSA or an accredited representative of an approved supplier shall fully participate in the preparation of evaluations of all job descriptions.

The AMWU and PSA will undertake the task of having position descriptions completed in accordance with departmental policies relating to job evaluations.

Job evaluations for Graphic Service Operator positions may be evaluated in accordance with departmental policy.

### Transition Committee

A Transition Committee will be formed and will consider issues affecting staff moving to a new structure. The Committee will determine whether a position is new or existing and determine the most suitable method of filling positions having regard to merit and fairness to all staff.

The Committee will ensure that any officer who has been paid a continuous Higher Duties Allowance (HDA) for in excess of 12 months (only immediately prior to promotion) has their HDA service taken into account when promoted to another position.

If agreement cannot be reached in this Committee, the Director-General will facilitate a resolution.

## 5.7 Employment Security

The Department's policy is to preserve employment. The parties recognise that over a period of time there will be a change in the nature of jobs and skills required will change. In the event that an employee's job is made redundant by new technology or work methods, every attempt will be made to offer the employee an alternative position together with the requisite training. In the event that suitable alternative employment cannot be provided to those who qualify for redundancy payments, the Government's policy at the time will apply. It is agreed that during the term of this award resignations and retirements will take place. The decision of whether to replace particular jobs will be subject to review by the Consent Award Committee. If an agreement cannot be reached, the issue will be handled through the agreed grievance procedure.

## 5.8 Training, Education and Skills Level Progression

### 1. General

All training will be competency-based with the exception of indentured apprentices, trainee Graphic Designers and employees undertaking training as part of the Australian Qualifications Training Framework.

Note: General training outside of AQTF and/or MS competency-based training will be in line with the Department's Performance Development Program.

The parties agree that all employees shall be provided with opportunities for career, professional and personal development. The joint aim is to develop a highly skilled and efficient workforce and to ensure that all employees are sufficiently skilled to meet the present and future needs of the Department.

The Department's commitment to training and development will include (but will not be limited to):

The reimbursement of 100% of the course fees on successful completion of study for employees undertaking tertiary or vocational studies that relate directly to the position occupied. Where a Manager considers that the study does not relate directly to the position but will be beneficial to

the organisation, and approves reimbursement of fees upon successful completion, this may be within the range of 50% to 100%. The Director General or his/her delegate will determine any appeal relating to decisions concerning payment of course fees;

A commitment to the provision of external training programs;

Implementation of a Performance Development Program;

The provision of training and re-training wherever re-organisation creates new skill requirements;

Equipping all employees with skills and ability to enable them to pursue, where possible, their preferred career paths and to improve their opportunities for career advancement;

Providing training in information technology to enable employees to use the technological tools required to perform their duties;

Providing the training needed to ensure that those employees whose performance has been identified as deficient have every opportunity to improve their performance;

Equity of access to training and development opportunities for all employees, including part-time employees;

Dependent care assistance (dependent care, by way of payment, may be provided to enable employees with dependent responsibilities to pursue training and development opportunities).

During the life of this instrument, the Department agrees to examine and implement various options to facilitate skill enhancement and career development for all employees. These options may include:

Job rotation;

Secondments;

Participation in work forums;

Placements in other organisations with the agreement of the officer;

Mentor and coaching programs;

Attendance at conferences and seminars;

Employee exchange programs with the agreement of the officer.

In order to meet these aims, the following have been agreed by the parties:

A commitment to updating skill profiles from the Training Needs Analysis process to assist staff and Management to determine appropriate training needs;

To include employee training and development responsibilities in the key accountabilities of all Managers and Supervisors;

Individual employees will assume personal responsibility to participate in appropriate training and development and skill-enhancing activities.

Furthermore, the parties agree to an ongoing commitment to the implementation of the national training reform agenda, that is, the promotion and implementation of the public services training package through the NSW Public Sector Industry Training Advisory Body (PSITAB). This includes embracing the development of a National Competencies training project, encompassing:

Registration of current Workplace Trainers and Assessors with the PSITAB;

An increase in the number of Workplace Trainers and Assessors within the Department;

Time for Trainers and Assessors to recognise the current competencies held by departmental employees.

In-house training to be in line with National Competency standards so employees can work toward nationally-recognised public sector qualifications.

## 2. Australian Qualification Training Framework

As part of the ongoing commitment to learning within Graphic Services, the Australian Qualifications Training Framework (AQTF) has been adopted as the framework to promote up-skilling and continued learning. Wherever possible, AQTF-accredited courses shall be used as a means to provide skills and re-skill employees covered by this award.

The Consent Award Committee shall determine AQTF courses relevant to Graphic Services skill requirements

## 3. Multi-skilling within Graphic Services

Clearly defined and agreed performance standards will be set. Employees will have to demonstrate capability against these standards as part of the training process. Additional training will be given as required. In certain circumstances, where the work team deems it necessary, skill verification may be sought by the Graphic Arts section of TAFE NSW or the Australian Capital Territory Institute of TAFE.

Training will be self-paced and self-motivated and employees will be actively encouraged to participate in their own learning. Training will be developed on a modular basis where possible. It will be consistent with the work skills identified through the job skills audit system. The role of every employee in training others is recognised and all employees will be given the opportunity to receive formal training in how to train others. The work team will be responsible for the scheduling of training for that work team. Emphasis will be given to training consistent with the skill required by the work team.

Employees will acquire mutually-agreed skills appropriate to the career path structure. On developing sufficient skills to move into the next skill level, the employee will attract the appropriate remuneration for that skill level.

## 4. Existing Worker Traineeships

Existing Worker Traineeships shall be available to employees covered by this award. Existing Worker Traineeships shall be offered in accordance with guidelines of the Department of Education and Communities New Apprenticeship Centres (NACs). The Consent Award Committee shall be responsible for evaluation and approval of all requests for the introduction of an Existing Worker Traineeship.

Administration costs and fees associated with existing Worker Traineeships shall be paid by the Department.

## 5.9 Anti-Discrimination

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.
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.
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.
  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.
  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 *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."

### **5A. School Based Apprentices**

#### 5A.1 Definition

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

#### 5A.2 Wages

1. The hourly rates for full time apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
2. For the purposes of paragraph 1. of this subclause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
3. The wages paid for training time may be averaged over the school term or year.
4. Where this award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.

#### 5A.3 Progression through the Wage Structure

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

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

3. Conversion from a school based apprentice to a full time apprenticeship

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

4. Conditions of Employment

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

## **6. Wages and Allowances**

### **6.1 Remuneration**

The minimum rate of pay for each classification shall be set out in Table 1 - Rates of Pay, of Part B Monetary Rates. The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

#### **Graphic Service Operator Class 2**

Operators to commence at Grade 2 Level 1 salary. Progression is dependent on additional skill attainment in accordance with Appendix 1 - Graphic Service Operator Class 2 Multi-skilling Training Programme.

Commencing salary - Grade 2 Level 1 (first year)

After completion of Stage One training, the GSO will progress to Grade 2 Level 2 (second year)

After completion of Stage Two training, the GSO will progress to Grade 2 Level 3 (third year)

After completion of Stage three Training, the GSO will progress to Grade 2 Level 4 (fourth year)

#### **Graphic Service Operator Class 1**

Operators to commence at Grade 3 Level 1 salary. Progression is dependent on additional skill attainment in accordance with Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme.

Commencing salary - Grade 3 Level 1

After completion of Stage One training, the GSO will progress to Grade 3 Level 2

After completion of Stage Two training, the GSO will progress to Grade 4 Level 1

After completion of Stage Three training, the GSO will progress to Grade 4 Level 2

After completion of Stage Four training, the GSO will progress to Grade 5 Level 1

After completion of Stage Five training, the GSO will progress to Grade 5 Level 1

## Graphic Services Operator - Shift Supervisor

Shift Supervisor commencement salary shall be in accordance with Graphic Service Operator - Shift Supervisor in Part B, Monetary Rates, as varied from time to time in accordance with clause 12. Progression beyond Year 2 of the salary scale is conditional on the completion of a compulsory multi-skilling training program as detailed in Appendix 3 - Shift Supervisor Training Programme.

## 6.2 Allowances

In addition to the normal rate of salary, an allowance shall be paid for all shift work as defined in paragraph 5.1 (6) of this award with the exception of day shift as follows:

Afternoon shift 20% of the daily rate of pay

Night shift 30% of the daily rate of pay.

Shift allowances will not apply during approved 10-hour day operation mode.

## 6.3 Overtime

When an employee is required to work overtime exceeding 30 minutes but less than one hour, the employee shall be paid as though they had worked one hour's overtime and, if an employee is called upon to work overtime in excess of one hour after finishing of that employee's ordinary working hours, they shall be paid for a minimum of two hours worked at overtime rates, the rates for overtime being set at the following: the first two hours of work performed be paid at one and a half times the rate for the appropriate shift (including allowances) with the remainder of the work performed being paid at two times the appropriate shift rate (including allowances). These rates apply to Saturday, Sunday and public holidays.

An employee who works so much overtime between the normal termination of their work on that day and the commencement of work in the next day that there has not been at least ten consecutive hours off duty between these times shall, subject to this clause, be released after completion of such duty without loss of pay for ordinary working time until they have had at least ten consecutive hours off duty.

Provided that, if on the instructions of the Department through the Manager, Graphic Services Branch such an employee resumes or continues to work without having had such ten consecutive hours off duty, they shall be paid at double rates until they are released from duty for such period and they shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such an absence.

Employees working overtime at the end of a normal shift may work to maximum of five hours from the last meal break without taking a further meal break, providing the employee is finishing work at the end of such overtime and that any meal allowance applicable would still apply. All other conditions for the working of overtime shall continue to be governed by the Crown Employees (Public Service Conditions of Employment) Award 2009.

## 1. State Working Hours Case 2003

- (a) Subject to subparagraph (b) of this paragraph, an employer may require an employee to work overtime at overtime rates
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of the said subparagraph (b), what is reasonable or otherwise will be determined having regard to:

any risk to employee health and safety

the employee's personal circumstances, including any family and carer responsibilities

the needs of the workplace or enterprise

the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and

any other relevant matter.

#### 6.4 Deduction of Union Membership Fees

1. The Union shall provide the Department with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
2. The Union shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
3. Subject to paragraphs 1 and 2 of this subclause, the Department shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the Department to make such deductions.
4. Monies so deducted from employee's pay shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' union membership accounts.
5. Unless other arrangements are agreed to by the Department and the Union, all Union membership fees shall be deducted on a fortnightly basis,
6. Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### 7. Leave

#### 7.1 General

Leave conditions will be as covered in the Public Sector Employment and Management Act 2002, and the Regulations, Crown Employees (Public Service Conditions of Employment) Award 2009 and policies made thereunder as at the date of making of this award.

#### 7.2 Family and Community Service Leave, Personal/Carer's Leave, Parental Leave

The provisions of clause 71, Family and Community Service Leave, clause 82, Sick Leave to Care for a Family Member, clause 81, Parental Leave and subparagraph (iv)(d) and subclauses (v) and (vi) of clause 12, Casual Employment, of the Crown Employees (Public Service Conditions of Employment) Award 2009 apply to employees under this award.

#### 7.3 Leave Loading

All employees covered by this award are entitled to payment of annual loading of 17.5% of the monetary value of up to four weeks' recreation leave accrued in a leave year.

#### 7.4 Trade Union Training

Employees covered by this award are allowed a maximum of 12 days in any two-year period for the purposes of attending courses conducted by or organised on behalf of the AMWU and/or PSA.

## 8. Consultation, Grievance Procedures

### 8.1 Employee Representative Body

For the purpose of this award, four Graphic Services workplace delegates of the AMWU and two representatives of the PSA Bathurst Workplace Committee will be the employees' representatives on the Consent Award Committee. Employee representatives will negotiate with the Management on behalf of employees to ensure that the terms and conditions of this award are implemented. The Consent Award Committee will also be responsible for the renegotiation of the new award upon completion of the existing award.

Any issue in connection with this award will be referred in the first instance to the Consent Award Committee and if necessary pursued under the agreed grievance procedures.

### 8.2 Ongoing Award Review

Regular meetings of the Consent Award Committee (CAC) will be held to review the viability of this award and ensure adherence to the terms of the award. This Committee will be responsible for initiating and formulating the award to be developed and approved to replace this award on its expiry.

### 8.3 Introduction of Change

All parties to this award agree to consult on any planned changes to production methods or introduction of new technology.

This consultation will, depending on the nature of the change in technology, take place in three stages:

#### Stage 1 Initial Advice

The Management of Department of Finance and Services will advise both the AMWU and PSA and employees of contemplated changes in sufficient time so that meaningful consultation can occur before decisions are made involving the introduction, the rate and the manner of implementation of the change.

#### Stage 2 Subsequent and Ongoing Advice

Subject to the normal requirements regarding confidentiality, the Management will advise the Unions and employees on a progressive basis as more detailed information becomes available. Such advice should include:

- (1) An explanation of the nature and scope of the proposed change and the way it will be operated.
- (2) A comparison of the designation, numbers and levels of employees expected to be required with the operation of the equipment or system with similar information in respect of existing employees.
- (3) An outline of the anticipated changes to the work patterns within and beyond the particular work area, i.e. the effect of the changes in the pattern of work both in the Graphic Services area and where appropriate other areas.
- (4) Proposals for training of employees (where necessary), including retraining of existing employees. Proposals in respect of any possible redeployment in respect of subclause 5.7 and redundancy in terms of subclause 5.8. of this award.
- (5) An appraisal of the expected benefits and adverse effects of introducing the change.
- (6) Implications, if any, of the change to occupational health and physical work environment of employees employed in its operation and for any other aspects of quality of working life; and advise on the expected benefits and adverse affects of introducing the change covering quality of



working life, service to the community and broad economic implications of introducing the change.

- (7) The proposed rate and timing of introduction of the change.

At any point in this stage the Unions and/or employees may raise matters of concern and engage in whatever consultation is considered appropriate by the parties.

#### Stage 3 Firm Decisions

Once agreement has been reached in Stage 2, the Department will proceed with the purchase requisition or implementation and inform the Unions accordingly. If considered necessary, a copy of the requisition may be made available to the Unions.

Once notification has been provided at this third stage, the onus is on the Unions to raise any problems within a reasonable timeframe, which will not cause tenders, etc., to become invalid. If no problems are identified, the Management may proceed to order, install and use the new equipment or system.

At any stage where differences cannot be reconciled, the disputes procedure will be followed according to subclause 8.4 of this clause.

#### 8.4 Dispute or Grievance Handling Procedure

Disputes or grievances between employee(s) and the Department over a question, dispute or difficulty concerning the interpretation, application or operation of this award, or any alleged discrimination within the meaning of the *Anti-Discrimination Act 1977*, shall be dealt with in the following manner. Reference should also be made to clause 9, Grievance and Dispute Settling Procedures, of the Crown Employees (Public Service Conditions of Employment) Award 2009.

##### Step One

In the first instance, the employee(s) will notify, in writing or otherwise, their immediate Supervisor or other appropriate person as to the substance of the dispute or grievance and request a bilateral meeting to discuss the remedy sought. A meeting should be held within 48 hours of notification.

##### Step Two

If the matter is not resolved in the first meeting, the matter shall be further discussed by the employee and, at their request, the appropriate Union delegate, their immediate Supervisor and their Manager. This should take place within 48 hours of the completion of Step One.

##### Step Three

If the matter remains unresolved, the matter should be further discussed by the employee(s) and, at their request, the appropriate Union delegate, the immediate Supervisor, the Supervisor's Manager, and a more senior Management representative. This should take place within 48 hours of the completion of Step Two.

##### Step Four

If the matter remains unresolved and the employee(s) as Union members, it should be discussed/negotiated between representatives of the State Branch or the Regional Organisation of the Union(s) concerned and the relevant senior Management of the Department. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the dispute.

## Step Five

If the matter remains unresolved, then, if the parties agree, it may be referred to a mutually acceptable, independent mediator/arbitrator. The parties have the right to refer the matter to the appropriate industrial tribunal at this stage.

It is a condition of this award that these procedures will be followed and that there will be no disruption to work.

## 9. Safety

### 9.1 Work Health and Safety

Work health and safety provisions will be as covered in the Work Health and Safety Act 2011 and any amendments and Regulations made thereto.

Work health and safety provisions will be as covered in the Work Health and Safety Regulation 2011 and any amendments and Regulations made thereto.

All relevant Australian Standards as referred to within WorkCover guidelines or relevant legislation.

### 9.2 Protective Clothing

In addition to any protective equipment required under the *Work Health and Safety Act 2011*, employees covered by this Award will be supplied with protective clothing as set out below:

Shorts	2 per year	}	Replacement if necessary on a condemnation basis
Pants	2 per year	}	
Shirts	2 per year	}	

Safety shoes complying with AS 2210 - one pair issued on commencement of employment then on a condemnation basis thereafter.

All employees are to wear protective equipment and clothing as supplied.

## 10. Declaration

The parties to this award declare that this award:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was not entered into under duress;
- (d) is in the interests of the parties.

## 11. Savings of Rights

At the time of making this award, no employee covered by this award will suffer a reduction in his or her rate of pay or any loss or reduction of his or her conditions of employment as a consequence of making this award.

## 12. Area, Incidence and Duration

The purpose of this award is to regulate the terms and conditions of employment of Graphic Service Operators as defined, employed by the Department and engaged at the Department of Finance and Services, NSW Bathurst site.

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 as provided for under the Public Sector Employment and Management Act 2002, Public Sector Employment and Management Regulation 2009, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any awards replacing these awards.

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 of 28 April 1999 (310 I.G 359) take effect on and from 29 March 2012.

Changes made to this award subsequent to it first being published on 2 May 2008 (365 I.G. 819) have been incorporated into this award as part of the review.

## SCHEDULE A

This award replaces the following agreements and award as they apply to Graphic Service Operators in the Department:

1. Artists, etc. Agreement No. 2196 of 1975 made pursuant to section 83 of the *Public Service Act 1979*;
2. General Printing Staff Agreement No. 2268 of 1980 made pursuant to section 83 of the *Public Service Act 1979*;
3. General Printing Staff Agreement No. 2336 of 1981 made pursuant to section 83 of the *Public Service Act 1979*;
4. Crown Employees (General Staff - Salaries) Award 2007 published 12 October 2007 (363 IG 1331);
5. Printing Staff Central Mapping Authority Agreement No. 2414 of 1982 made pursuant to section 83 of the *Public Service Act 1979*;
6. General Printing Staff Agreement No. 2415 of 1982 made pursuant to section 83 of the *Public Service Act 1979*.

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

Effective from the beginning of the first pay period to commence on or after 1 July 2011

Graphic Service Operator Class 2 Commencing salary	\$53,407 pa
Progression is dependent on additional skill attainment in accordance with Appendix 1 - Graphic Service Operator Class 2 Multi-skilling Training Programme	
After completion of Stage 1 training	\$54,977 pa
After completion of Stage 2 training	\$56,509 pa
After completion of Stage 3 training	\$58,060 pa
Graphic Service Operator Class 1 Commencing salary	\$59,705 pa
Progression is dependent on additional skill attainment in accordance with Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme	
After completion of Stage 1 training	\$61,505 pa
After completion of Stage 2 training	\$63,425 pa
After completion of Stage 3 training	\$65,376 pa
After completion of Stage 4 training	\$70,480 pa
After completion of Stage 5 training	\$72,702 pa

Graphic Services Operator - Shift Supervisor Commencement salary	\$80,096 pa
Year 2	\$82,491 pa
Progression beyond Year 2 of the salary scale is conditional on completion of a compulsory multi - skilling training program as detailed in Appendix 3 - Shift Supervisor Training Programme	
Year 3	\$85,928 pa
Year 4	\$88,660 pa

## APPENDIX 1

### GRAPHIC SERVICE OPERATOR CLASS 2 MULTI-SKILLING TRAINING PROGRAMME

Year 1 - Competency-based with TAFE theory assessment

Year 2 - Competency-based with TAFE theory assessment

Year 3 - Competency-based with TAFE theory assessment

Year 4 - TAFE one-year traineeship in a particular field relevant to the printing industry

Progression to Class 1 Status

The four-year proposed training modules are condensed into three competency-based modules. These modules would have a level of TAFE certification similar to what is in place for the existing GSO Multi-Skilling programme, i.e. TAFE are to design theory-testing based on practical training programmes. National Competency Standards.

The fourth year would be a specialist year where the officer chooses a particular field to specialise in. The competency-based training programme for that year will be designed to complement a one-year TAFE traineeship in that field.

Progression to GSO Class 1 status will be dependent on completing all four stages successfully.

This inclusion of the traineeship will formalise the training and should ensure that the qualifications gained will be transportable outside of the Department of Finance and Services .

Competency-based Training Course -

The following is a comprehensive list of skills for the classification of Graphic Service Operator Class 2.

The skills have been categorised into three individual training blocks, each block relating to advancement on the career structure.

Training Module 1

Skills Required

Occupational health and safety relating to:

The correct handling and use of wide ranges of chemicals

Safe working procedures for dark room environments including a totally black room

Safe and correct operating procedures dor the following equipment:

GTO two-colour printing press

Mitsubishi four-colour printing press

Small Multipli Folder x 2

Wire Stitcher x 2

Plastic bag maker

Automatic plate processor

Understanding of Production Processes and Workflow through the Photographic Laboratory including:

Interpretation of orders

Correct storage location for films, chemicals, paper, etc.

Use of office equipment, e.g. computers, photocopiers

Correct use of Quote & Print Management Information system

Graphic Services Photolab Level 1 and 2 Competencies for Staff Multi-skilling Training

Production of colour and black and white photographic enlargements from aerial film using photographic enlargers

Production of colour and black and white photographic enlargements from hardcopy and/or digital files using:

Roll scanner, flatbed scanner and/or digital scan back camera, digital file manipulation software and colour digital output printers

Production of colour and black and white photographic contact prints from aerial film

Production of colour and black and white photographic diapositives from aerial film

Production of digital images using roll scanner; flatbed scanner and/or digital scan back camera. Database entry of associated metadata.

Data entry, maintenance and use of Aerial Film Asset Register Database (AFARD)

Use and maintenance of photographic paper processors (colour and black and white)

Use and maintenance of LOG-E contact printers

Use and maintenance of Scanatron contact printer

Use and maintenance of photographic enlargers

Operation of Graphic Services management information system (Quote & Print) to record job/time/materials details

Liaise with customers

Management of digital data files

Manage the import, export and compression of data files

Pre Press Multi-Skilling Competency Standards -

The following competency standards relate to production and support functions performed in the Pre Press section of Graphic Services:

## Multi-skilling Objective

To provide the trainee with skills relating to the Pre Press section so that production and support functions can be performed unassisted.

Trainees at the end of multi-skilling modules (six months) should be competent in all Pre Press, Multi Media and Holistic Knowledge units. A sound knowledge of all support units should also be obtained.

## Pre Press Units

ICPPP211B	Develop a basic design concept
ICPPP311B	Develop a detailed design concept
ICPPP411B	Undertake a complex design brief
ICPPP221B	Select and apply type
ICPPP321B	Produce a typographic image
ICPPP421B	Compose and evaluate typography
ICPPP222B	Scan a line image
ICPPP322B	Scan images for reproduction
ICPPP422B	Scan complex images for reproduction
ICPPP423A	Apply colour effectively to design brief
ICPPP224A	Compose pages using a page layout application
ICPPP225A	Produce graphics using a graphics application
ICPPP325A	Create pages using a page layout application
ICPPP326A	Produce interactive PDF files
ICPPP327A	Produce online PDF files
ICPPP428A	Generate high-end PDF files
ICPPP332B	Electronically combine and assemble data
ICPPP332B	Electronically combine complex images
ICPPP333B	Prepare an imposition format for printing processes
ICPPP433B	Generate complex imposition
ICPPP252B	Output images
ICPPP352B	Output complex images to film
ICPPP452B	Output complex images direct to plate or press
ICPPP360B	Undertake special colour and digital proofing
ICPPP361A	Undertake digital proofing
ICPPP267B	Produce offset lithographic plates

## Support Units

ICPSU203B	Prepare and maintain the work area
ICPSU116B	Inspect quality against required standards
ICPSU516B	Set and apply quality standards
ICPSU120A	Pack product
ICPSU221B	Pack and dispatch product
ICPSU323B	Treat and Dispose of liquid waste
ICPSU342B	Undertake inventory procedures
ICPSU345B	Purchase materials and schedule deliveries
ICPSU351CB	Undertake basic production scheduling
ICPSU455B	Supervise and schedule work of others
ICPSU356B	Control production
ICPSU458A	Monitor production workflow
ICPSU260A	Maintain a safe work environment
ICPSU261B	Follow OH&S practices and identify environmental hazards
ICPSU561B	Implement and monitor OH&S
ICPSU262B	Communicate in the workplace
ICPSU362B	Communicate as part of a work team
ICPSU263B	Perform basic industry calculations
ICPSU464B	Provide customer service/customer education

ICPSU271B	Provide basic instruction for a task
ICPSU280A	Enter data into electronic system
ICPSU281B	Use computer systems
ICPSU381B	Operate and maintain computer resources
ICPSU482A	Troubleshoot and optimise materials and machinery
ICPSU583A	Trouble shoot and optimise the production process
ICPSU684A	Determine and improve process capability
ICPSU487A	Analyse manual handling processes

#### Multimedia Units

ICPMM263B	Access and use the Internet
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#### Holistic Knowledge Units

ICPKN11B	Apply knowledge of Graphic Pre Press
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#### Pre Press Multi-skilling Training Programme -

##### Module 1 - 3 months

The trainee shall be assessed for competency on a minimum of 25 units during Module 1. Where a skill is broken into a number of modules, the trainee shall start with the entry-level module.

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre Press.

##### Pre Press Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Pre Press Units.

##### Support Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Support Units.

##### Multimedia Unit Module 1

The trainee shall be required to achieve the required competency levels for the Multimedia Unit.

##### Module 2 - 3 Months

The trainee shall be assessed at the beginning of Module 2 to ensure competency levels obtained in Module 1 are of a desired standard.

Where retraining is required, the trainee shall be reassessed on the relevant unit/s during Module 2.

By the end of Module 2 the trainee needs to achieve the desired competency levels of all modules relating to Pre Press.

Where competency skills can not be achieved during Modules 1 and 2, then a program shall be formulated to enable the trainee to complete these skills (program to be determined by Graphic Services management team).

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre Press.

### Pre Press Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Pre Press Units (those not achieved in Module 1) as well as any units that need to be reassessed due to inadequate skill levels.

### Support Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Support Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

### Holistic Knowledge Unit Module 2

The trainee shall be required to achieve the required competency levels for the Holistic Knowledge Unit.

### Training Module 3

### Print Finishing Module 1

#### Skills Required

All support units (SU), including Converting and Finishing units (CF)

As indicated

- Prepare and maintain work area

- Prepare tasks to support production purposes

- Inspect quality against required standard

- Pack and dispatch product

- Perform basic machine maintenance

- Lift and shift loads mechanically

- Follow OH&S practices and identify hazards

- Communicate in the workplace

- Work team communication

Perform basic industry calculations including

- Setup and produce basic cut (guillotined) product

- Setup and produce complex cut (guillotined) product

- Setup guillotine for cutting

- Produce cut (trimmed) product

- Setup machine for basic cut (flatbed)

- Produce basic cut (flatbed) product



Changing of Polar EMC 137 & Perfecta Seypa 115 guillotine blades are done under strict supervision of Shift Supervisor Print Finishing or his/her delegated authority.

Note: Depending on work loads units may be moved from one module to another

#### Printing Module 1

To provide proper understanding of related occupational health and safety issues and introduce the trainee to the work area and environment of printing. Also to introduce the trainee to the basic concept of safe printing press operation, both electronic and manual.

#### Skills Required

All support units (SU), including (CF)

Prepare and maintain work area

Prepare tasks to support production purposes

Introduction to quality standard required

Pack and dispatch product

Perform basic machine maintenance

Lift and shift loads mechanically

Follow OH&S practices and identify hazards

Communicate in the workplace

Work team communication

Perform basic industry calculations

## APPENDIX 2

### GRAPHIC SERVICE OPERATOR CLASS 1 MULTI-SKILLING TRAINING PROGRAMME

Pre Press Multi-skilling Competency Standards -

The following competency standards relate to production and support functions performed in the Pre Press section of Graphic Services:

#### Multi-Skilling Objective

To provide the trainee with skills relating to the Pre Press section so that production and support functions can be performed unassisted.

Trainees at the end of multi-skilling modules (six months) should be competent in all Pre Press, Multi Media and Holistic Knowledge Units. A sound knowledge of all support units should also be obtained.

#### Pre Press Units

ICPPP211B	Develop a basic design concept
ICPPP311B	Develop a detailed design concept
ICPPP411B	Undertake a complex design brief
ICPPP221B	Select and apply type
ICPPP321B	Produce a typographic image

ICPPP421B	Compose and evaluate typography
ICPPP222B	Scan a line image
ICPPP322B	Scan images for reproduction
ICPPP422B	Scan complex images for reproduction
ICPPP423A	Apply colour effectively to design brief
ICPPP224A	Compose pages using a page layout application
ICPPP225A	Produce graphics using a graphics application
ICPPP325A	Create pages using a page layout application
ICPPP326A	Produce interactive PDF files
ICPPP327A	Produce online PDF files
ICPPP428A	Generate high-end PDF files
ICPPP332B	Electronically combine and assemble data
ICPPP332B	Electronically combine complex images
ICPPP333B	Prepare an imposition format for printing processes
ICPPP433B	Generate complex imposition
ICPPP252B	Output images
ICPPP352B	Output complex images to film
ICPPP452B	Output complex images direct to plate or press
ICPPP360B	Undertake special colour and digital proofing
ICPPP361A	Undertake digital proofing
ICPPP267B	Produce offset lithographic plates

#### Support Units

ICPSU203B	Prepare and maintain the work area
ICPSU116B	Inspect quality against required standards
ICPSU516B	Set and apply quality standards
ICPSU120A	Pack product
ICPSU221B	Pack and dispatch product
ICPSU323B	Treat and dispose of liquid waste
ICPSU342B	Undertake inventory procedures
ICPSU345B	Purchase materials and schedule deliveries
ICPSU351CB	Undertake basic production scheduling
ICPSU455B	Supervise and schedule work of others
ICPSU356B	Control production
ICPSU458A	Monitor production workflow
ICPSU260A	Maintain a safe work environment
ICPSU261B	Follow OH&S practices and identify environmental hazards
ICPSU561B	Implement and monitor OH&S
ICPSU262B	Communicate in the workplace
ICPSU362B	Communicate as part of a work team
ICPSU263B	Perform basic industry calculations
ICPSU464B	Provide customer service/customer education
ICPSU271B	Provide basic instruction for a task
ICPSU280A	Enter data into electronic system
ICPSU281B	Use computer systems
ICPSU381B	Operate and maintain computer resources
ICPSU482A	Troubleshoot and optimise materials and machinery
ICPSU583A	Trouble shoot and optimise the production process
ICPSU684A	Determine and improve process capability
ICPSU487A	Analyse manual handling processes

#### Multimedia Units

ICPMM263B	Access and use the Internet
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#### Holistic Knowledge Units

ICPKN11B	Apply knowledge of Graphic Pre Press
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Pre Press Multi-skilling Training Programme -

Module 1 - 3 months

The trainee shall be assessed for competency on a minimum of 25 units during Module 1. Where a skill is broken into a number of modules, the trainee shall start with the entry-level module.

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre Press.

Pre Press Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Pre Press Units.

Support Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Support Units.

Multimedia Unit Module 1

The trainee shall be required to achieve the required competency levels for the Multimedia Unit.

Module 2 - 3 Months

The trainee shall be assessed at the beginning of Module 2 to ensure competency levels obtained in Module 1 are of a desired standard.

Where retraining is required, the trainee shall be reassessed on the relevant unit/s during Module 2.

By the end of Module 2 the trainee needs to achieve the desired competency levels of all modules relating to Pre Press.

Where competency skills cannot be achieved during Modules 1 and 2, then a program shall be formulated to enable the trainee to complete these skills (program to be determined by Graphic Services management team).

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre Press.

Pre Press Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Pre Press Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Support Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Support Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

Holistic Knowledge Unit Module 2

The trainee shall be required to achieve the required competency levels for the Holistic Knowledge Unit.

Print Finishing Multi-skilling Training Programme -

Year 1: 6-month Training Programme - Module 2

### Objective

To provide the trainee with a general idea of the Print Finishing area and how various machines operate and how preventative maintenance is carried out on machines in Print Finishing. This also includes occupational health and safety issues relating to Print Finishing.

The trainee after six months should be competent to work the small machines (e.g. drill, semi-automatic staplers, Multipli folders and assist in the setting and running of the Stahl Folder.)

### Skills Required

All competencies in Print Finishing Module 1 (GSO 2) Classification plus

Setup machine for basic folding (single/continuous) product

Setup machine for complex folding (single/continuous) product

Produce basic folded (single/continuous) product

Produce complex folded (single/continuous) product

Note: Depending on work loads, units may be moved from one module to another.

Year 2: 6-month Training Programme - Module 3

### Objective

To provide the trainee with a more comprehensive knowledge base of techniques and skills used through out the Print Finishing area.

This module includes working in the Framing area, where the trainee will learn laminating, mounting and framing skills.

### Skills Required

All competencies in Print Finishing Module 1 (GSO 2) and Module 2 (GSO 1) Classification plus

Setup machine for basic collating (sheet/section)

Produce basic collated (sheet/section) product

Setup and produce hand collated product

Setup machine for basic laminating

Setup machine for complex laminating

Produce basic laminated product

Produce complex laminated product

Note: Depending on work loads, units may be moved from one module to another

Printing Multi-skilling Training Programme -

Year 1: 6-month Training Program Small Format - Module 2

**Objective 0 - 3 months**

To provide proper understanding of related occupational health and safety issues and introduce the trainee to the work area and environment of printing. Also to introduce the trainee to the basic concept of safe press operation, both electronic and manual. The trainee will receive instruction on how to produce basic print jobs.

**Skills Required**

All competencies in Printing Module 1 (GSO 2) Classification plus

Awareness of the properties of chemicals currently used and their correct application procedures in the press area

Lubrication of all machines

Knowledge of different paper stocks

Correct techniques for loading paper ready for printing

Changing printing plates on all machines

Cleaning and maintenance of dampening systems

Setup machine for basic single colour job.

Produce basic single colour job.

Setup machine for basic 2-colour job

Produce basic 2-colour job

**Objective 3 - 6 Months**

To enable the trainee to gain a level of competency sufficient to be able to operate small offset printing press with limited supervision. The trainee will receive instruction on how to produce basic print jobs.

**Skills Required**

All competencies in Printing Module 1 (GSO 2) Classification plus above competency set.

Machine delivery setup

Assist in machine setup

Fundamentals of feeder setup and pile height in relation to varying stocks of paper

Mixing and matching inks

Set ink ducts for correct colour distribution

Be acquainted with densitometer readings

Change blankets and packing

Repair damaged blankets

Produce coating job including

Setup machine for basic double-sided job

Produce basic double-sided job  
Setup machine for basic coating job

Year 2: 6-month Training Program Large Format - Module 3

Objective 6 Months

To enable the trainee to work as part of a team and operate with minimal supervision on a relief basis on the large format press. Also to introduce the trainee to the basic concept of safe press operation, both electronic and manual in a large format environment. The trainee will receive instruction on how to produce more complex print jobs.

Skills Required

All competencies in Print Module 1 (GSO 2) & Module 2 (GSO 1) Classification plus

Understand plate register systems and make adjustments to print register

Set feeder unit to relevant stocks of paper

Set cylinder pressure to relevant stocks of paper

Plate, blanket packing tolerances

Set inking rollers for correct ink distribution

Set dampeners for correct water distribution

Plate, blanket cylinder pressure settings

Correct operating speed for particular stocks

Ability to accurately assess print quality and make recommendations for adjustment

Setup machine for complex single-sided 4-colour job

Produce complex single-sided 4-colour job

Setup machine for complex double-sided job

Produce complex double-sided job

Setup machine for complex single-sided coating job

Setup machine for complex double-sided coating job

### **APPENDIX 3**

#### **GRAPHIC SERVICE OPERATOR SHIFT SUPERVISOR TRAINING PROGRAMME**

Objective Statement

To provide the officers with comprehensive knowledge of the production and quality control processes within Graphic Services and in addition aid the development of managerial skills in a range of disciplines.

Ongoing training will be provided in the following areas:

### Managerial

The latest Management Techniques for Middle Management

Equal Employment Opportunity (E.E.O)

Total Quality Management (T.Q.M)

Quality Management System (Q.M.S)

Best Practice Principles

Interpersonal Skills

Production processes within the trade classifications of: Graphic Design, Electronic/Desktop Publishing, Printing and Print Finishing.

Production processes within non trade classification of Photolab

Production scheduling within Graphic Services

Liaising with customers

Interpretation of all types of orders with Graphic Services

The relevant quality standards for all work performed within Graphic Services

Additional training on a needs basis

### Computers

Computer training will be in the following fields:

Operations of both Mac & PC computers

Computer-based management information system

Windows environment

Spreadsheet/database

Page layout/pagination systems

Word processing software

### Trade

Ongoing training will take place in relation to technological and quality control developments within the industry. This training may take the form of in-house competency based training or more formal training by the way of T.A.F.E. or other equivalent industry institutions.

## **APPENDIX 4**

### **PREMIER'S MEMORANDA 88-40 / 91-23 / 96-17 AND 97-24**

See file matter no. IRC04/6231 for copies of the Premier's Memorandums as they cannot be reproduced electronically.

**APPENDIX 5**

**GRAPHIC SERVICE OPERATOR TEN-HOUR SHIFT ROSTER DETAIL FORM**

TEN-HOUR ROSTER - DETAILS FORM

(No. AD GS FORM 001)

Period of Roster: From \_\_\_\_\_ To \_\_\_\_\_

Days to be worked: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday  
(Cross out days not to be worked)

Daily start time: \_\_\_\_\_ Finish time: \_\_\_\_\_

Reason for the roster \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Staff involved	Machinery/equipment
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
7 _____	_____
8 _____	_____

Roster substitutions (appropriate Shift Supervisor to complete as alterations to the roster occur).

Name	Replaced by	Date(s)
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____

Alteration termination of this roster

Where the duration of this roster has been altered please show the reason why

\_\_\_\_\_

\_\_\_\_\_



---

Changes approved by:

Mgr Graphic Services: \_\_\_\_\_ Shift Sup \_\_\_\_\_ Work Team rep \_\_\_\_\_

Roster schedule approved by:

Mgr Graphic Services \_\_\_\_\_ Date \_\_\_\_\_

Shift Supervisor: \_\_\_\_\_ Date \_\_\_\_\_

Work team Rep. \_\_\_\_\_ Date \_\_\_\_\_

C. G. STAFF J.

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Printed by the authority of the Industrial Registrar.

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

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 151 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

**REVIEWED AWARD**

**PART A**

**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Rostering Arrangements
5.	Rates for After Hours Service
6.	Contactability
7.	Response to Crisis Calls
8.	Use of Departmental Vehicles
9.	Overtime
10.	Selection Criteria and Process
11.	Training
12.	Anti-Discrimination
13.	Grievance and Dispute Settling Procedures
14.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

**2. Title**

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

**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 Family and Community Services - Community Services Division.

"Disturbance Rate" means a rate paid to a rostered officer who the Regional 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 Public Sector Employment and Management Act 2002 and who, on or after the operative date of this Award, are employed within the NSW Department of Family and Community Services - Community Services Division..

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

"Region" means a geographical area defined as a Region for the purpose of the Department's operations and for the purpose of this award, only includes the Western, Hunter/Central Coast, Southern and Northern Regions.

"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 Regional 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 Regional Director may terminate the roster of an officer by consultation at any time but should provide similar notice.

4.6 A Regional 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 Regional 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 - There shall be a minimum of two officers rostered on-call or on a disturbance basis in each of the following Regions:

Western  
Northern  
Hunter/Central Coast  
Southern

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 Regional 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 Region 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 2006, 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 2007) Award.
- 9.2 Where an officer responds to a call the officer shall have at least eight consecutive hours of duty 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 Regional 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 Regional 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 Regional 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 Director General, 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 Director General, 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**

- 14.1 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 Region.
- 14.2 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 *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management (General) Regulation 1996*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006* and the *Crown Employees (Public Sector - Salaries 2007) Award* or any awards replacing these awards.
- 14.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *NSW 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 (3 10 IG 359) and take effect on and from 29 March 2012.
- 14.4 Changes in the award subsequent to it first being published on 28 September 2007 (have been incorporated into this award as part of the review.

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

Classification	Amount from first full pay period to commence on or after 1 July 2011 \$
Monday 5.00 pm to Saturday 9.00 am	88.21 per day
Saturday 9.00 am to Sunday 9.00 am	132.30 per day
Sunday 9.00 am to Monday 9.00 am	132.30 per day
Public Holiday	132.30 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 2011 \$
1	5.2 Disturbance Rate	26.43 per day

C. G. STAFF J.

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 Printed by the authority of the Industrial Registrar.



**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES -  
FORESTS NSW - FIELDWORK AND OTHER STAFF REVIEWED  
AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 245 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

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## SECTION 1 - FRAMEWORK

### 1. Title of the Award

- 1.1 The award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services - Forests NSW Fieldwork and Other Staff Reviewed Award 2012.

### 2. Parties

The parties to this Award are:

- 2.1 The Forestry Commission of New South Wales trading as Forests NSW which is a Public Trading Enterprise within the NSW Department of Primary Industries, a division of the NSW Department of Trade and Investment, Regional Infrastructure and Services;
- 2.2 The Australian Workers Union, NSW Branch (AWU);
- 2.3 Automotive Food Metals Engineering Printing and Kindred Industries Union, NSW Branch more commonly known as Australian Manufacturing Workers Union (AMWU); covering all employees employed by the NSW Department of Primary Industries - Forestry Commission of New South Wales under Schedule 1, Part 3, Special Employment Division of the *Public Sector Employment and Management Act 2002*.

### 3. Statement of Intent

- 3.1 Parties have entered into this Award on the understanding that it is directed towards high quality and efficient services to the community and to Forests NSW customers.
- 3.2 The parties acknowledge that the Award seeks to enhance the image and profile of Forests NSW. These objectives will be achieved through:
- 3.2.1 The creation and maintenance of a high performance, high trust organisation with a genuine partnership between Forests NSW and its employees.
- 3.2.2 The acceptance of change and commitment to continuous improvement and productivity by both the Management of Forests NSW and its employees.
- 3.2.3 The development of an organisation based upon teamwork, flexibility, competence and opportunities for organisational and personal development.
- 3.3 Achievement of these objectives is expected to deliver savings in operating costs and genuine productivity gains and the parties agree that the savings arising out of the achievement of those objectives will be shared with employees and will be reflected in the rates of pay prescribed in Appendix 1 of this Award.
- 3.4 The parties further agree that negotiations will continue during the life of this Award in relation to the implementation plans appropriate to each of the operational areas covered in this Award.

- 3.5 The parties to the Award agree to review the classification structures listed in the Award at Appendices 3, 4, 5, and 7. The parties also agree to the establishment of a project team to facilitate and support this review.
- 3.6 The format of this Award has been revised and streamlined in discussions with the parties. There has been no intention by the parties to the award to delete or alter existing conditions other than those varied by agreement.

#### 4. Scope

- 4.1 This Award shall wholly override all conditions of employment under the Crown Employees (Skilled Trades) Award, and all previous versions of the Forestry Commission Division Trading as Forests NSW Crown Employees Fieldwork and Other Staff Award.

#### 5. Award Entered Into Freely By All Parties

- 5.1 The parties agree that this Award was freely entered into, without duress, and all those parties endorse the contents.

#### 6. Term

- 6.1 This award will remain in force until 30 June 2012.
- 6.2 The award provides for increases in Rates of Pay as set out in Appendix 1 and to Wage Related Allowances at Appendix 2:

Four (4) percent per annum from the first full pay period on or after 1 July 2011

- 6.3 The parties to the Award agree to meet to re-negotiate the Award at least three (3) months prior to its expiration.

#### 7. Definitions

- 7.1 "Casual employee" - means an employee engaged and paid on an hourly basis, who receives a casual loading in lieu of all paid leave entitlements, excluding long service leave.
- 7.2 "Employee" - means and includes all persons permanently or temporarily employed by Forests NSW under Schedule 1, Part 3, Special Employment Divisions of the *Public Sector Employment and Management Act 2002*.
- 7.3 "Forests NSW" - refers to the Forestry Commission of New South Wales, trading as Forests NSW, a public trading enterprise within the Department of Primary Industries, a division of the NSW Department of Trade and Investment, Regional Infrastructure and Services.
- 7.4 "Home Base" - Home base is defined as a depot or customary place of start and finish. A mutually acceptable written agreement will be reached, at a local level, between Forests NSW, the relevant Union and affected employees.
- 7.5 "Independent Contractor" - means a person who typically contracts their services through a company to achieve a result whereas an employee contracts to provide his/her labour (typically to enable the employer to achieve a result). Independent contractors can also be identified because they are not eligible for PAYG tax.
- 7.6 "Part-time employee" - means an employee, subject to the provisions of Chapter 2, Part 5 of the *Industrial Relations Act 1996*, who is engaged for less than 38 hours per week, and who receives the same range of entitlements as a full-time employee, including sick leave and annual leave, but on a pro-rata basis in proportion to the hours worked. Part-time employees do not receive a casual loading.

- 7.7 "Self Managing Work Teams" - shall mean those work groups where the task is set out and the resources available are provided by management together with time and output criteria but where members of the team decide how the task will be performed, given appropriate application of safe working practices and relevant Forests NSW guidelines.

### **8. Anti-Discrimination**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Nothing in this clause is to be taken to affect:
- 8.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 8.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 8.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 8.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 8.5 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 -

- (1) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (2) 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".

### **9. Grievance and Dispute Resolution Procedures**

- 9.1 The employee shall notify their immediate supervisor employer as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter with the employer for bilateral discussions and, if possible, state the remedy sought.
- 9.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority, if required.
- 9.3 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 supervisor the notification may occur to the next appropriate level of management.

- 9.4 Reasonable time limits must be allowed for discussion at each level of authority.
- 9.5 A staff member, may, at any stage, request representation by an industrial organisation of employees.
- 9.6 At the conclusion of the discussions, the Forest NSW must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 9.7 The matter may be referred to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures. All parties agree to be bound by any order or determination by the Industrial Relations Commission.
- 9.8 While the procedure is being followed, normal work must continue.
- 9.9 Refer to Appendix 8 for further information.

### **10. No Extra Claims**

The parties agree that they will not pursue any extra Award or over-Award claims for the duration of this Award. This does not preclude either party's right under Section 17 of the *Industrial Relations Act 1996* (NSW) to apply to the Industrial Relations Commission of NSW to vary or rescind the Award.

### **11. Systems and Technology**

The parties undertake to work together during the life of the award to achieve administrative and operational efficiencies through the use of improved systems and technologies.

## **SECTION 2 - GENERAL EMPLOYMENT AND HOURS OF WORK**

### **12. Conditions of Employment**

The parties to this Award are committed to implementing changes as prescribed in this Award which will lead to genuine productivity improvements. The following conditions shall apply to all areas of employment covered by this Award as appropriate:

#### **12.1 Weekly Employment**

Full-time, part-time and term employees shall be engaged by the week. An employee's engagement may be terminated by either the employee or the employer providing one week's notice in writing or by payment or forfeiture, as the case maybe, of one week's wage in lieu of notice. Provided that in the case of misconduct an employee's engagement may be terminated without notice.

#### **12.2 Probationary Employees (new employees)**

12.2.1 Forests NSW may initially engage a new full-time or part-time employee for a period of probationary employment of not more than six (6) months for the purpose of determining the employees' suitability for ongoing employment. The employee must be advised, in writing, in advance that the employment is probationary and of the duration of the probation, which can be up to, but not exceed, six (6) months.

12.2.2 A probationary employee is, for all purposes of the Award, a full-time or part-time employee.

12.2.3 Probationary employment forms part of an employee's period of continuous service for all purposes of the Award, except where otherwise specified in this Award.

12.2.4 In circumstances where an employee on probation is absent for any reason during the probation for a period in excess of two weeks aggregated time and such absence affects the employee's orientation and basic training, the probation may be extended, after

consultation with the Union, for a further period of three (3) months. Forests NSW must give written notice of such extension to the employee and the Union prior to the conclusion of the first probationary period. Any notice after the end of the first probationary period to extend is of no effect.

### 12.3 Term Employment

- 12.3.1 Term employment means employment under this Award for a specified period of time. At the end of the specified period of time the employment finishes.
- 12.3.2 A term employee is covered by all the Award conditions available to permanent employees.
- 12.3.3 If, after termination, a term employee is offered further employment either as a permanent or another term, continuity of employment in regard to accrued sick leave and other entitlements will be maintained.
- 12.3.4 Term employees shall be engaged by a letter of offer and abide by the conditions of this Award and by any local agreements that pertain to the Region in which they are employed to which they agree in writing.
- 12.3.5 Term employees will be employed for specific funded projects that will be defined in their offer of employment. From time-to-time, as the need arises, they may be required to perform duties within their capabilities but not defined in their employment offer. Should these other duties exceed the duties outlined in the original offer by more than 50%, the relevant Union will be contacted and consulted in regard to a new employment offer to the affected term employee/s.
- 12.3.6 During the period of the employment term employees may apply and will be considered for vacancies in competition with other internal applicants through the expression of interest process. Term employees will not be excluded from being able to apply for externally advertised Forests NSW positions.
- 12.3.7 Term employment can apply to externally funded positions and project work such as Comprehensive Regional Assessments, FRAMES projects, Nursery planting and lifting operations.
- 12.3.8 Term employment is not intended to replace permanent employment and will only be used for the period specified in the letter of offer. When a term employee has completed two (2) years of service or prior to the expiration of the term employment (6 months where practicable) Forests NSW, in consultation with the relevant Union (local Union delegate), will review the term employee's employment history regarding the consistency of their employment with their original offer and any potential opportunities for continuing employment.
- 12.3.9 Should the term extend beyond five (5) years, pro-rata long service leave will also be paid on termination.

### 12.4 Part-Time Employment

Employees may work on a part-time basis, subject to the provisions of Part 5 of the *Industrial Relations Act 1996* provided that:

- 12.4.1 the ordinary hours of duty are agreed between the employee concerned and Forests NSW and fall within the same span of hours as applies or would apply to a full-time employee undertaking the duties concerned;
- 12.4.2 the ordinary working hours are fixed at not less than 4 hours per day worked;



12.4.3 Forests NSW informs the relevant Union of the hours fixed for part-time employees. The Union shall have seven (7) working days from the date of being advised to object to the agreement through the Grievance Resolution Procedures prescribed by Clause 9 of this Award. The Union will not unreasonably object to an agreement under this sub-clause.

12.4.4 Permanent part-time employees will be paid a weekly rate determined by the following formula:

$$\frac{\text{Applicable rate for full-time employee at the same classification level}}{\text{at the same classification level}} \times \frac{\text{(weekly hours of the part-time employee)}}{38}$$

## 12.5 Casual Employment

### 12.5.1 Engagement

- (1) Casual employees are engaged by the hour and may be terminated without notice.
- (2) A casual employee is paid on an hourly basis, and receives a casual loading in lieu of all paid leave entitlements except long service leave.
- (3) Casuals will be employed for periods of no longer than six (6) months.
- (4) Casuals will be paid for a minimum of 3 hours for each engagement.
- (5) It is recognised by the parties to the award that a casual employee may be rehired on a number of occasions, such as for summer fire season work, in a classification listed in Appendices 3, 4, 5 and 7 attached to this Award.

When more than one (1) year's service at a pay step is recognised and the casual employee is undertaking the range of work expected at that grade and pay step, then in those circumstances the casual employee's pay point will be progressed to the next pay point within the same grade.

This aggregation and accumulation of service will operate for the purpose of progression in the grading structure only and will not affect the existing rules applying to breaks in service for long service leave purposes.

### 12.5.2 Rates of Pay for Casual Employees

Casual employees will be paid per hour at the rate of one thirty-eighth of the applicable weekly rate for a full-time employee at the same classification level plus, subject to the provisions of Clause 20 Travel Arrangements.

- (1) for ordinary hours of work, a casual loading of 24.6%, in compensation for the disadvantages of casual work and in lieu of all paid leave entitlements (excluding long service leave), including annual leave (where 24.6% is the cumulative percentage obtained by applying a 15% casual loading and then applying an 8.33% loading in lieu of annual leave);
- (2) for overtime hours, a casual loading of 15% in compensation for the disadvantages of casual work, with the hourly rate so obtained then being used as the ordinary rate of pay for the calculation of overtime; provided that casual employees will be paid for a minimum of three hours for each engagement.
- (3) Ordinary hours of work for casual employees will be 38 hours per week -with a maximum of 10 hours in any one day.

**12.5.3 Saturday, Sunday and Public Holiday rates**

- (1) Casual employees required to work on a Saturday as part of their ordinary hours of work will be paid for that day at a rate of time and a half.
- (2) Casual employees required to work on a Sunday as part of their ordinary hours of work will be paid for that day at a rate of time and three quarters.
- (3) Casual employees required to work on a Public Holiday as part of their ordinary hours of work will be paid for that day at a rate of double time and a half.
- (4) Casual employees in Workshops who undertake work on weekends will be paid at normal overtime rates.

**12.5.4 Uniforms**

Casual fieldworkers will be provided with Forests NSW uniforms on the following basis:

- (1) Less than 20 days service per year - Nil
- (2) 21 days-3 months service per year - 2 sets
- (3) 3-6 months service per year - 3 sets

**12.5.5 Boots**

- (1) Forests NSW will supply boots to casual employees.
- (2) Casuals engaged primarily for fire fighting will be supplied with fire fighting boots only.

**SECTION 2 - GENERAL EMPLOYMENT AND HOURS OF WORK****13. Hours of Work****13.1 Ordinary Hours of Work**

13.1.1 The ordinary hours of work for all employees, other than casual employees, covered by this Award shall be 38 hours per week. This may be worked from:

- (1) Monday to Friday over 19 days of 8 hours each over a four week cycle; or
- (2) By mutual agreement to work any consecutive 5 out of 7 days Monday to Sunday over 19 days of 8 hours each over a four week cycle.

13.1.2 The standard span of hours will be between 6.00 am and 6.00 pm on each working day Monday to Sunday, with the exception of shift work provisions.

13.1.3 The exceptions to the above are:

- (1) Research shall work their ordinary hours Monday to Saturday but for particular project work, on five (5) consecutive days, Monday to Sunday.
- (2) Workshop employees shall work their ordinary hours either:
  - (a) Between 6.00am and 6.00pm, Monday to Friday: or
  - (b) By mutual agreement between 6.00am to 6.00pm on five (5) consecutive days, Monday to Saturday.

- (3) Nursery employees shall work their ordinary hours Monday to Sunday.

### 13.2 Variation of Ordinary Hours of Work

- 13.2.1 The ordinary hours of work within the standard span of hours may be varied by mutual agreement between Forests NSW and the majority of affected employees in a particular group, region, district, section or department, to suit operational needs.
- 13.2.2 Ordinary hours of work may extend up to ten (10) hours on any one day by mutual agreement and may be averaged out so that no employee works more than 38 ordinary hours per week in any four (4) week period.

### 13.3 Ordinary hours on a Saturday/Sunday

- 13.3.1 If required to work on Saturday and/or Sunday, 5 days prior notice must be provided.
- 13.3.2 Payment for work performed on Saturday under this clause will be paid at the rate of time and a half. Payment for work performed on Sunday under this clause will be paid at the rate of time and three quarters.
- 13.3.3 Fieldworkers who work their ordinary hours on Saturdays and Sundays shall accrue additional days of annual leave at the following rates:

- (1) Forestry Fieldworkers

Number of Ordinary Saturdays/Sundays Worked During 1 December to 30 November or Part Thereof	Number of Additional Days Leave
7-14	1
15-21	2
22-26	3

No employee will be required to work more than 26 Saturdays/Sundays in any 12 month period.

- (2) Workshop employees

Number of Ordinary Saturdays Worked During 1 December to 30 November or Part Thereof	Number of Additional Days Leave
7-14	1
15-21	2
22-28	3
29-35	4
36 or more	5

- (3) Research and Nursery employees

Employees who are rostered to work their ordinary hours on Sundays and/or Public Holidays during the period 1 December to 30 November, or part thereof, shall be entitled to receive additional leave (to compensate for working a number of shifts on Sundays and Public Holidays) as follows:

Number of Ordinary Shifts Worked on Sunday and/or Public Holidays during 1 December - 30 November or Part Thereof	Number of Additional Days Leave
4-10	1
11-17	2

18-24	3
25-31	4
32 or more	5

#### 13.4 Shift Work

- 13.4.1 Employees may be required to work outside the normal span of hours (ie: from 6.00 pm to 6.00 am) to address shift work (eg: fauna work, environmental, and security work).

Employees will be remunerated for this shift work by:

either -

- (1) Payment at appropriate overtime penalty rates as per clause 14.3 and subject to clause 14.5. Arrangements concerning appropriate skills, numbers of shifts/week and period of rest before recommencement of ordinary hours can be varied by mutual agreement between Forests NSW and the majority of affected employees of a particular group, Region, District, section or department to suit operational needs; or
- (2) Being rostered for a minimum weekly shift between Monday and Friday of shift work at the standard hourly rate of time and three quarters. By mutual agreement the hours of any one shift may be averaged out so that no employee works more than 38 shift hours/week in any four (4) week period. Any hours worked outside these shift arrangements shall be paid at overtime rates as per clause 14.3.

- 13.4.2 Adequate notice for shift work will be given with a minimum period being 7 days in advance. In the event that shift work is to be cancelled (this does not include changing duties on the shift, eg: emergency fire fighting, rescue and security work etc) then a minimum 48 hours notice will need to be given to avoid payment of overtime penalty rates as per this clause.

#### 13.5 Rostered Days Off

##### 13.5.1 Entitlement

- (1) An employee's ordinary hours will be worked on no more than 19 days in each 28 day cycle, Monday to Sunday with one day in each 28 day period being regarded as a rostered day off (RDO). Each day of paid leave taken and any public holidays occurring during any cycle of four weeks shall, for the purposes of this paragraph, be regarded as a day worked.
- (2) An employee who has not worked 19 days in a complete 28 day cycle shall receive pro rata accrued entitlements for each day worked (or for each fraction of a day worked), payable for the rostered day off or, in the case of termination of employment, on termination.

##### 13.5.2 Scheduling RDOs

- (1) An employee's RDO will be scheduled in advance of the 28 day cycle in which it occurs, taking into account the interests of employees and ensuring that Forests NSW operational needs are met having regard to seasonal, climatic and workload factors.
- (2) With a minimum of twelve (12) hours notice to affected employees and without penalty to Forests NSW, an RDO may be rescheduled once in each 28 day cycle to satisfy operational needs. The agreed substitute RDO is to be provided within the cycle and may only be deferred under circumstances of fire or a similar state of emergency.

### 13.5.3 Accumulating RDO's

- (1) Where the majority of affected employees agree, each Region or Business Unit may nominate up to five (5) consecutive cycles of four (4) weeks duration during which RDO's will accumulate (that is, will be "banked"). Employees will then be given an opportunity to take their accumulated RDO's prior to the commencement of any further accumulation cycle.
- (2) Employees may take their accumulated RDOs by agreement with the appropriate Manager:
  - (i) consecutively to a maximum of five (5) days; or
  - (ii) by working nine-day fortnights; or
  - (iii) by a combination of these two methods.
  - (iv) Employees may agree with their manager to defer taking some of their accumulated RDO's, provided that RDO's are not forfeited and provided that no more than five (5) RDO's are accumulated at any one time.
- (3) Once scheduled, the only circumstance in which a "banked" RDO will be required to be worked is in fire or similar state of emergency.

## 13.6 Travel to and from Work

### 13.6.1 Agreements

- (1) As far as practical for forest field workers, and particularly where work is performed in gangs, Forests NSW will provide transport to and from the job. Where an employee is picked up by such transport on the way to work and dropped off by it after work, that employee's working day will be deemed to have commenced at a time and place determined through written mutual agreement.
- (2) Time taken by vehicles provided by Forests NSW shall be no more than is reasonable given the nature of the vehicle and the condition of the road. Transport provided by Forests NSW shall leave promptly on the cessation of work and an employee shall not be required to travel a further distance than that employee wishes to travel. The vehicle provided shall have suitable seating accommodation and a cover to protect employees from the weather. Employees will not be transported in a vehicle that is carrying explosives.
- (3) The application of these arrangements is governed by written agreements. The overall objective of these travel arrangements is to optimise time on the work site and reduce time spent at depots and travelling.
- (4) The requirements under this clause do not apply to Workshops employees.
- (5) Garaging of Vehicles

If it is operationally more efficient to garage the Forests NSW vehicle overnight at a particular employee's place of residence, then such arrangements may be made by agreement. Such arrangements will cover, but not be confined to -

- (i) the time and place of commencement of work;
- (ii) nomination of pick-up and set-down points;

- (iii) nomination of an employee who will be the designated driver of a vehicle and responsible for its overnight garaging at their place of residence; and
  - (iv) changes which may need to be made to the arrangements depending on the location of the work site.
- (6) The travel allowance based solely on a kilometre rate presently being paid for travel to work will continue to be paid to the relevant employees (current and new) for the duration of this Award and variations to it. Provided that where an employee travels alone to and from the job and their home in a Forests NSW vehicle, then that employee's present allowance will be withdrawn.

### 13.7 Self-Managing Work Teams

These teams will be established for activities where greater productivity may be achieved by such a method of working. It is expected that such self-managing work teams may wish to vary the ordinary hours of work or days of work and this may be done through the method provided at clauses 13.1 and 13.2.

### 13.8 Tea Break and Facilities

- 13.8.1 A tea break during the morning period of not more than twenty minutes duration shall be allowed to each individual employee, at a time to be arranged by Forests NSW, without deduction from their wages.
- 13.8.2 Provided that Forests NSW may grant a tea break of not more than ten minutes duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is taken Forests NSW may direct that it be taken immediately prior to ceasing time. The taking of the morning tea break shall not necessarily involve a complete stoppage of work.
- 13.8.3 Forests NSW shall provide employees with an adequate supply of cool and wholesome drinking water.
- 13.8.4 Employees will be issued with a good quality thermos flask and will provide their own tea and coffee. Lighting fires to burn all day for warmth and cooking is acceptable practice. This does not prevent the boiling of a billy within the two ten-minute or a single twenty-minute break taken each day.

### 13.9 Meal Breaks

- 13.9.1 Employees, other than shift workers, shall be entitled to a meal break each day of not less than 30 minutes in duration and not more than one hour; provided that the said meal break shall be taken between 11.30am and 1.30pm. Such meal time shall not count as time worked.
- 13.9.2 No employee will be required to work more than 4 hours without a break or work through penalties will apply in accordance with subclause 13.9.3.
- 13.9.3 Employees who have not been afforded a meal break of at least 30 minutes in duration, commencing by 1.00 pm, shall be paid overtime rates for all time worked between 1.00 pm and the time when they do receive a meal break of no less than 30 minutes.

## **14. Overtime (Excluding Fire Fighting)**

### 14.1 Overtime Definition

Overtime is that time an employee is directed and authorised to work which is either:

- 14.1.1 In excess of 38 hours per week; and/or
- 14.1.2 Outside the ordinary hours of work, as established for each employee under Clauses 13.1 and 13.2.
- 14.1.3 Overtime will only be payable for time on-duty at the work site. Travel arrangements are covered under Clause 20.1.
- 14.1.4 Where overtime is to be worked it should be, wherever possible, with the prior approval of management.

#### 14.2 Employees to Work Reasonable Overtime

All employees undertake to work reasonable overtime as requested, where possible, given reasonable notice.

#### 14.3 Overtime Rates

- 14.3.1 Monday - Saturday - Overtime will be paid for at the rate of time and a half for the first two hours and thereafter at double time, to be calculated on the basis of each completed unbroken period of overtime.
- 14.3.2 Sundays - double time will be paid for all work performed on Sundays
- 14.3.3 Public Holidays - double time and a half will be paid for all work performed on public holidays.

#### 14.4 Time off in Lieu of Overtime

Forests NSW may grant compensation for directed overtime worked by granting leave in lieu of payment. The following provisions apply to the leave in lieu:-

- 14.4.1 The employee shall advise their supervisor before the overtime is worked or as soon as practicable on completion of overtime that they intend to take leave in lieu of payment.
- 14.4.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
- 14.4.3 The leave must be taken at the convenience of the department, except when leave in lieu is being taken to look after a sick family member.
- 14.4.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the employee's department or section.
- 14.4.5 Leave in lieu accrued in respect of overtime worked on other than public holidays shall be given by the Department and taken by the employee within three (3) months of accrual, unless alternate local arrangements have been negotiated between the Department Head and the relevant trade Union(s).
- 14.4.6 At the employee's election, leave in lieu accrued in respect of overtime worked on a public holiday may be added to the employee's annual leave credits and may be taken in conjunction with annual leave.
- 14.4.7 An employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

#### 14.5 Minimum Periods

An employee who works overtime:

- 14.5.1 on a Saturday, Sunday or Public Holiday; or
- 14.5.2 by being recalled after leaving work, prior to their next scheduled period of ordinary time duty,
- 14.5.3 shall be paid for no less than four (4) hours work, at the appropriate rate.

#### 14.6 Break From Duty - (Overtime)

Following completion of overtime, an employee shall:

- 14.6.1 be released from resuming ordinary duty for an unpaid period of ten (10) consecutive hours. This number of hours does not include time spent travelling; or
- 14.6.2 if required to resume or continue working without having had an unpaid break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given or where, by mutual agreement, the break is reduced to eight (8) hours, except for fire fighting where the ten (10) hour break must be maintained as per clause 23.8; or
- 14.6.3 work in accordance with the rest provisions contained in the shift work clause 13.4.
- 14.6.4 Provided that, if the provision of an unpaid break under this sub-clause results in an employee performing less than 38 hours of duty in a week (paid at either ordinary or any other overtime or loaded rate), then any shortfall shall be paid at ordinary rates.
- 14.6.5 The above ensures a minimum of 38 hours will be paid at ordinary rates to all employees, other than casuals, even when not worked.

#### 14.7 Overtime Meal Breaks

Employees working overtime will be entitled to a paid meal break of 30 minutes:

- 14.7.1 after working 2 hours overtime following the completion of a full period of ordinary time, and where more than 2 hours overtime is required;
- 14.7.2 after working every four hours of overtime without a meal break; and;
- 14.7.3 where overtime on a Saturday, Sunday or Public Holiday continues after 12 noon, in which case the break will occur between 12 noon and 1.00 pm.

#### 14.8 Meal Allowance for Overtime

Employees who are directed to work overtime and who, through insufficient prior notice ie: less than 12 hours), need to buy meals, shall be paid a meal allowance as provided for in Appendix 2, Table 2, Item 14 for any meal break for which they are entitled under subclause 14.7.

### SECTION 3 SAFETY

#### 15. First-Aid and Health and Safety Issues

- 15.1 Where practicable no less than one of the employees in each gang of 3 or more shall have a recognised qualification in first-aid.



- 15.2 A standard first-aid kit shall be provided and maintained by Forests NSW on all work sites to which this agreement applies.
- 15.3 On all forests works where more than 50 employees are employed and hospital and/or medical services are not readily available, an equipped first-aid station shall be provided at a readily accessible location.
- 15.4 In the event of any serious accident/incident, occurrence or serious illness occurring to any employee whilst at work, in the camp or going to or from the camp, Forests NSW shall provide transport facilities to the nearest hospital or doctor at its expense.
- 15.5 Any employee at classification level 1 to 4 inclusive who is appointed by Forests NSW to perform first-aid duty to any gang of 3 or more shall be paid a first-aid allowance as provided for in Appendix 2, Table 1, Item 11. If current employees at Levels 4-6 remain qualified and are performing first aid duties they will continue to receive the first-aid allowance. Any future employees 5.1 and above shall not receive the first-aid allowance.

There should only be one first-aid allowance paid per crew.

The above first aid allowance is linked to movement in the relevant rate expressed in the Crown Employees (Public Sector Conditions of Employment) Award 2009.

- 15.6 The parties recognise that given the varied and demanding nature of tasks undertaken by employees of Forests NSW, further negotiations will consider health-related issues such as stress management and workplace fitness.
- 15.7 The parties are committed, as part of their objective to ensure the health, safety and welfare of employees, to work in accordance with the *Work Health and Safety Act 2011*.
- 15.8 The parties to this Award will take a constructive role in promoting improvements in work health, safety, welfare and rehabilitation, and employees will comply with the Forests NSW safety management system.

## **16. Uniforms Carrying Forests NSW Logo**

- 16.1 Uniforms
- 16.1.1 The wearing of the Forests NSW uniform, when supplied, is compulsory whilst on duty.
- 16.1.2 The range of uniforms will be determined at the corporate level.
- 16.1.3 Workplace Managers, in consultation with the Work Health and Safety Committee, will determine what is appropriate for their local workplace from the corporate range only.
- 16.1.4 Employees may choose, with the approval of their Workplace Manager, to include a part issue of the dress uniform in their overall uniform entitlement. Where possible uniforms should be Australian-made.
- 16.1.5 All Field Workers and Workshop employees will be provided with a Forests NSW uniform consisting of six (6) shirts and a combination of trousers and shorts totalling six (6), a combination of up to a total of three (3) appropriate winter coats, windcheaters or jumpers where appropriate for the climate, five (5) pairs of woollen or equivalent quality socks and appropriate boots.
- 16.1.6 Workshop employees will get an initial issue of (three) 3 pairs of overalls.
- 16.1.7 Uniforms will be replaced in a timely manner on a fair wear and tear 'as needs' basis.

## 16.2 Boots

- 16.2.1 At the election of the employee, the cost or replacement of boots will be made via one of the following options:
- (1) Replacement boots will be provided on a fair, wear and tear basis from an approved list; or
  - (2) An allowance as provided for in Appendix 2, Table 3, Item 18 will be paid via payroll (subject to tax) on 1 April each year; or
  - (3) annual reimbursement, on production of a receipt, to a maximum amount as provided for in Appendix 2, Table 3, Item 18, which will be reimbursed within two (2) pay periods on production of a receipt.
- 16.2.2 Fire fighting boots will be supplied separately and replaced on an "as needs" basis.
- 16.2.3 The boot allowance is to be paid within two (2) pay periods.
- 16.2.4 Employees are responsible for attending work at all times in boots that meet Forests NSW specifications.
- 16.2.5 Fire fighting boots will be supplied separately to all employees approved to carry out fire fighting duties.

## 17. Tools and Protective Clothing

- 17.1 All tools required by employees shall be provided free-of-charge by Forests NSW, other than in Workshops where a tool allowance is paid.
- 17.2 Approved safety hats shall be provided by Forests NSW and worn as a condition of employment, unless the use of safety hats is specifically exempted by order of the relevant manager.
- 17.3 Where necessary, Forests NSW shall provide all necessary personal protective equipment (eg: masks, goggles, gloves and protective glasses and clothing).
- 17.4 An employee whose clothing is spoiled by acids or sulphur or other deleterious substances, due to the circumstances of his/her employment, shall be recompensed by his/her employer to the extent of his/her loss.
- 17.5 All employees engaged on fire fighting shall be issued initially with two pairs of combination overalls. Such protective clothing must be worn whilst fire fighting. Replacement of overalls will be on a 'needs' basis and employees will be responsible for the laundering of their own overalls.

## 18. Use of Casuals and Contractors

- 18.1 All employees covered by this Award will, subject to appropriate consultation with the relevant local Union delegate or organiser, agree to work alongside casual employees or contractors engaged to meet short-term demands to maintain efficiencies and to meet specified increased output requirements and productivity levels.
- 18.2 Where the work conducted requires specialist skills, tools, plant or equipment, Forests NSW will consider the provision of training and/or hiring of such plant etc to enable its employees to carry out the work.
- 18.3 Where it is impractical for work to be carried out by employees because specialist skills and/or equipment are unavailable or the timeframe is unacceptable, contractors may be hired to perform the work.

- 18.4 Where work is presently carried out by Forests NSW employees, the parties agree that in order that the issues of contracting out can be fully considered, consultation will take place between Forests NSW and the relevant local Union delegate or organiser prior to initiating any change in the status quo.
- 18.5 For fire fighting and hazard reduction burning, priority will be given to the use of available trained and qualified Forests NSW employees.

### **19. Contractor's Protocol**

- 19.1 Where a contractor or sub-contractor is required to carry out work, Forests NSW will:
- 19.1.1 Ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, pay the appropriate Award rate, provide conditions that comply with the Award and other statutory provisions, and
- 19.1.2 Meet Forests NSW specific standards that include safe working practices and compliance with the *Work Health and Safety Act 2011*.
- 19.1.3 On becoming aware that a contractor or sub-contractor is in breach of the terms of the contract in relation to wages and conditions, Forests NSW will require the contractor to rectify the situation immediately.
- 19.2 Should the breaches continue, Forests NSW could implement the penalties under the terms of the contract, which could include terminating the contract if deemed appropriate and necessary.

## **SECTION 4 - TRAVEL ARRANGEMENTS**

### **20. Travel Arrangements**

- 20.1 Travelling when away from home base:
- 20.1.1 Time spent travelling (ie: not driving) on official business during ordinary hours of work is regarded as normal duty and is compensated within an employee's minimum rate of pay as prescribed by Clause 21. Time spent travelling on official business outside ordinary hours of work will attract additional payment calculated at the employee's ordinary rate of pay, except travel to another region for the purposes of fire fighting where an employee will be entitled to paid overtime for all hours outside ordinary hours.
- 20.1.2 Where an employee is required to travel in a Forests NSW vehicle outside of normal working hours when away from home base, they shall be paid at the applicable overtime rate for all time outside their ordinary hours, minus the time they would ordinarily travel in their own time to and from home base. Travel will be at the discretion of management and ordinary hours may be adjusted to be compatible with the purpose of travel (for example, to accommodate training courses or meeting requirements).
- 20.2 Accommodation Expenses
- 20.2.1 Overnight Accommodation (When Away From Home On Work Related Business)
- (1) Accommodation is to be consistent with the Public Sector requirement that reasonable accommodation at a reasonable cost will be provided.
  - (2) As a guide, accommodation will be, wherever practicable, one person to a room with en-suite bathroom facilities. Facilities are expected to be clean and in good order. The standard will be equivalent to a minimum of the NRMA 3 star definition.
  - (3) The exception to this guide is for emergency circumstances such as fire fighting. Management must make all possible endeavours to achieve the guideline however, it must be understood that such accommodation at short notice will often be impossible.

- (4) Similarly, in some major fire occurrences, all employees must realise that accommodation will be organised by other agencies and may not be to our normal standard.

#### 20.2.2 Reimbursement of Meal Expenses - No Overnight Stay

- (1) Expenses incurred by employees when they are required to travel on official business outside their normal working hours without having to remain away from home base overnight and where meals are not provided by Forests NSW, will be reimbursed to the level specified in Appendix 2, Table 2, Item 15. This entitlement to reimbursement is in lieu of any expenses that may otherwise apply under clause 14.8. Receipts will not be required to substantiate meal expenditures claimed up to the levels set below.

#### 20.3 Reimbursement for Accommodation and Meals - Overnight Stay

20.3.1 When an employee is required to work away from home base involving an overnight stay, Forests NSW will either:

- (1) make an arrangement with a provider to meet the actual cost of bed and breakfast and a telephone call home by placing an order on the provider; or
- (2) provide the employee with a cash advance as provided for in Appendix 2, Table 2, Item 16 to meet the expected cost of accommodation.

20.3.2 A cash advance will be made to an employee to cover incidentals and meals, except where Forests NSW arranges payment for meals directly with the provider.

20.3.3 Receipts will not be required to substantiate meal expenditures claimed up to the levels set in clause 20.3.2.above. Expenses incurred over and above these amounts will only be reimbursed where:

- (1) Receipts substantiating all the meal and incidental expenses for the period away from home base are provided.
- (2) The total meal and incidental expenses for the time away from home base exceed the total amount to which the employee is entitled under clause 20.3.2. above; and
- (3) If the expenses incurred are considered by Forests NSW as being reasonable in the circumstances concerned.

20.3.4 Costs incurred other than accommodation, meal or incidental expenses (for example, bus or rail fares), will be reimbursed upon production of receipts. However, where practicable, either an appropriate advance or a cab charge facility will be provided.

20.3.5 Any extraordinary additional costs incurred at home base and caused directly by the employee being required to travel away from home and remain away overnight will be reimbursed upon production of receipts. Such additional costs might include, for example, emergency childcare.

#### 20.4 Camping Expenses

20.4.1 Employees required to camp out shall be reimbursed for expenses associated with food, other incidental items and the general hardships of camping as provided for in Appendix 2, Table 2, Item 17.

20.4.2 Please note the above allowances are paid as a daily allowance per each overnight stay.

20.4.3 The incidental allowance as per Clause 20.3.2. is paid for overnight camping stays as compensation for incidentals incurred (per night away).

- 20.5 These rates will move in accordance with the rates in the Crown Employees (Public Service Conditions of Employment) Award 2009 .

## SECTION 5 - PAYMENT OF WAGES

### 21. Payment of Wages

#### 21.1 Salary rates

Refer to Appendix 1, Rates of Pay.

#### 21.2 Pay Period

- 21.2.1 The pay period for ordinary pay shall be the current fortnight. Adjustments for overtime penalties and allowances will be paid a fortnight in arrears. Refer to Appendix 1, Rates of Pay.

The flexibility provided in this clause allows management to cover most situations to ensure Field Workers are paid on the Thursday following the end of the period on Sunday.

- 21.2.3 This flexibility allows management the option of delaying payment by a fortnight of all overtime earned over the last weekend of the pay period, particularly in the instance of ongoing fire fighting activities.

#### 21.3 Payment Method

Wages shall be paid into a bank or other account, except in hardship or other exceptional circumstances where payment will be made by cheque subject to cashing facilities being available within twenty-four hours of the employee's normal pay day, provided further that where the employee's normal pay day is a Thursday, cashing facilities shall be available by 5.00 p.m. on that day.

#### 21.4 Pay Advice

By Friday (close of business) of pay week, each employee shall be issued with pay advice showing at least the gross amount of wage and the details of any deductions made from the employee's earnings, in accordance with Section 123 of the *Industrial Relations Act* 1996.

#### 21.5 Payment on Termination

When an employee is terminated by Forests NSW, the employee shall be paid all of the wages due at the time of the employee's termination. In the case of resignation, the remainder of any wage due to the employee shall be paid at or before the expiry of notice of resignation. In the case of any delay beyond the time herein stated, the employee shall be paid at the given wage rate for all working time that the employee is kept waiting.

#### 21.6 Performance Pay or Payment by Results

Subject to an employee receiving at least the minimum wage rate to which the employee is entitled under this Award, Forests NSW may remunerate employees under any system of payment by results based on rates which are agreed between Forests NSW, the affected employee(s) and the Union. The terms of such agreements will be subject to consultation with the Union.

#### 21.7 Salary Packaging

- 21.7.1 Salary packaging gives employees the discretion to determine the mix of salary and benefits that will constitute their remuneration package.

- 21.7.2 It is recommended that employees wishing to commence salary packaging must obtain independent financial counselling to ensure that their salary package suits their personal and financial requirements.
- 21.7.3 Participation in salary packaging is voluntary. The following benefits are available:
- (1) Additional contributions to First State Super;
  - (2) Additional contributions to a private superannuation fund;
  - (3) Motor Vehicles (for 100% private use) by way of novated lease; and
  - (4) Laptop or Notebook computer (business use per ATO rulings)
- 21.7.4 A detailed description is provided in the salary packaging guide on the intranet site or can be obtained from your local office or by contacting Human Resources.
- 21.8 Deduction of Union Membership fees
- 21.8.1 The Union shall provide Forests NSW with a schedule setting out Union fortnightly membership fees payable to members of the Union in accordance with the Union's rules.
- 21.8.2 The Union shall advise Forests NSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of fortnightly membership fees payable shall be provided to Forests NSW at least one month in advance of the variation taking effect.
- 21.8.3 Subject to 21.8.1 and 21.8.2 above, Forests NSW shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised Forests NSW to make such deductions.
- 21.8.4 Monies so deducted from employee's pay shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts.
- 21.8.5 Unless other arrangements are agreed to by Forests NSW and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- 21.8.6 Where an employee has already authorised the deduction of Union membership fees for their 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.

## **SECTION 6 - CLASSIFICATION STRUCTURE**

### **22. Classification Structure**

- 22.1 Classification of Employees
- 22.1.1 The classification of an employee will be determined by the level of responsibility and skill that the employee is required to exercise. The responsibilities and skills required to be exercised at each level in the classification structure are defined in Appendices 3, 4, 5, 6 and 7 along with relevant promotion criteria for advancement between levels.
- 22.1.2 A casual employee may access advancement to the next pay point within the same grade subject to the provisions at clause 12.5.1(5).

## 22.2 Purpose of Classification Structure

- 22.2.1 All employees agree to the concept of multi-skilling at all levels and recognise that broader job requirements will continue to lead to ongoing elimination of the boundaries between jobs now classified at the same level.

The classification structure is designed to:

- (1) recognise competencies achieved and used;
- (2) group all employees covered by this Award into one of six (excluding apprenticeship) levels;
- (3) allow for career progression through the incremental acquisition and use of skills;
- (4) clarify steps in the career progression beyond which a particular established position is filled through a selection process;
- (5) allow skill deficits to be readily recognised and training programs developed to bridge "gaps"; and
- (6) facilitate the development of Self-Managing Work Teams.

## 22.3 Classification Disputes

- 22.3.1 Employees may seek resolution to disputes regarding classifications by referring matters to the Industrial Relations Manager - Human Resources Division.

- 22.3.2 A Classification Disputes panel/job evaluation panel, functioning as an impartial third party forum, may then be convened to examine any anomalies. The panel's role would be to review classifications/gradings based on an agreed position description and make a recommendation on appropriate grading based on formal job analysis and evaluation procedures. Such job analysis/evaluation will be consistent with Department of Primary Industries/Forests NSW job evaluation procedures.

Panel composition will be as follows:

- (1) a Human Resources representative
- (2) two Field Worker representatives (AWU / AMWU)
- (3) two local Forests NSW (employer) representatives
- (4) Panel composition may be reviewed after 12 months of the award being in effect.
- (5) If you wish to refer a classification issue please contact Human Resources.

## 22.4 Higher Duties

- 22.4.1 An employee who, for a temporary period, is required to fully exercise the skills and responsibilities of another position occupying a higher classification level than their ordinary level, will be entitled to receive the appropriate rate applicable to that higher level in the following circumstances:

- (1) employees required to perform higher duties in a position classified at or below Level 4, for a full day or part thereof, will be paid at that higher level for the whole day;

- (2) employees classified at Level 4 or below, who are required to perform higher duties in a position classified at Level 5 or above, involving supervision, for a continuous period of no less than a full working day, will be paid at entry Level 5.1 for the whole day;
- (3) employees classified at Level 5 or above who are regularly and routinely required to perform higher duties, for a cumulative period of at least five full working days over any four (4) week period, will be paid at the appropriate level for those days on which higher duties is performed pursuant to Appendices 3 and 4 of this Award.

The appropriate rate will be determined based on the aggregate of the previous experience of the employee in the role.

22.4.2 Notwithstanding the above, Forests NSW may, at its discretion:

- (1) pay higher duties to employees who are required to perform non-routine functions at a higher level and who are not otherwise entitled to receive a higher duties payment;
- (2) pay a partial duties payment to employees who are required to exercise a substantial proportion, but not fully perform, the skills and responsibilities of another position occupying a higher classification level. Such payment to be commensurate with the proportion of skills and responsibilities exercised at the higher level.

22.4.3 An employee proceeding on annual leave or sick leave may continue to receive a higher duties allowance provided that the employee has been regularly and consistently in receipt of the allowance immediately prior to commencing leave and would have been reasonably expected to continue on higher duties but for their absence on leave.

22.4.4 If higher duties are performed for an extended period (6 months +) then consultation will take place with the appropriate local Union delegate/official.

NB - Where an employee acts in a position each separate period will be counted toward progression through the increments of the grade.

However, aggregation does not apply over any break exceeding six months and any period of leave during which the allowance was not paid is not counted in the aggregation.

## SECTION 7 - FIRE FIGHTING

### 23. Fire Fighting Duty (Applicable Only to Field Employees Engaged in Fire Fighting Duty)

#### 23.1 Definition

23.1.1 For the purposes of this clause, fire-fighting duty includes:

- (1) Travel to and from the fire, surveillance of a running fire, fire suppression and mop-up (including logistical support, eg: meal delivery, fuel delivery etc), either within or outside normal working hours.
- (2) At the completion of mop-up and where subsequent patrol of the fire is undertaken, this will not be considered as fire fighting. If, during the course of this patrol, further active mop-up work is required; eg: use of water or chainsaw work, then this would be paid as fire fighting, provided that a minimum of one (1) hour's work of this nature has been undertaken.

23.1.2 Fire stand-by duty, fire detection (both fire tower operation and mobile fire patrol) outside normal working hours.



- 23.1.3 For the purposes of this clause fire fighting does not include:
- (1) hazard reduction burning
  - (2) travel to and from other Regions to undertake fire fighting
  - (3) fire detection, both fire tower operation and mobile fire patrol during normal working hours.
- 23.1.4 Note: Hazard Reduction (HR) includes both post harvest and broad area burning. In instances where HR burns have minor breakaways and are contained by the crews initially deployed for the hazard reduction operation, this will not be considered to be fire fighting. Where it is necessary to report the breakaway to the office requesting additional resources, this will be considered as fire fighting until the breakaway is contained.

## 23.2 Fire Fighting Health and Fitness Agreement

- 23.2.1 In compliance with Forests NSW duty of care, major initiatives have been implemented to improve the fitness standards of Forests NSW employees who are required to undertake fire fighting duties. These initiatives resulted in the Fire Fighting Health and Fitness Agreement (FFHF).
- 23.2.2 All parties to this award are committed to the principles of fire fighting fitness and are fully committed to implementing the fire fighting health and fitness guidelines as expressed in the FFHF Agreement. The FFHF agreement is to be read in conjunction with this Award. Participation in the Fire Fighting Health and Fitness program is by consent. It is a process established to ensure all available resources for fire fighting are used in roles that suit their medical condition and level of fitness. It has no bearing on employee's normal duties.
- 23.2.3 An incentive allowance as provided for in Appendix 2, Table 2, Item 20 will be paid to each permanent fire fighter on passing the Task Based Assessment each fire season. The allowance is an incentive for employees to actively improve their fitness levels to pass both medical and physical tests on an annual basis.
- 23.2.4 Refer to the FFHF Agreement and Guidelines on Forests NSW intranet site for further details.
- 23.2.5 For those Fieldworkers conducting Task Based Assessments, and who hold a certificate in the FFHF task based assessment, will be entitled to an allowance as provided for in Appendix 2, Table 2, Item 21. This allowance will move in line with the Accredited Assessor Allowance.

## 23.3 Roster Allowance

- 23.3.1 Permanent and temporary employees on an on-call roster for on-call, stand-by and fire fighting will be paid a roster allowance as provided for in Appendix 2, Table 1, Item 8. For each week the employee is rostered to be on-call, this allowance per week will be paid.
- 23.3.2 If called out, the minimum payment for recall is 4 hours at the appropriate penalty rate.

## 23.4 Fire Stand-by Duty Outside Normal Working Hours

- 23.4.1 Employees may be required to undertake fire stand-by when the fire season situation requires a high state of readiness.
- 23.4.2 Fire Stand-by Duty will be implemented to enhance Forests NSW state of preparedness and will include fire fighting, as required, the strategic location of Field Workers for fire

lookout and to facilitate quick access to fire and work to be performed in accordance with clause 23.4.3 below:

- 23.4.3 Work performed during fire stand-by duty should be designed so as not to be strenuous, ensuring crews are fresh and ready for fire attack; i.e: except in an emergency situation work shall be generally of a minor nature. Any stand-by duties should enhance the state of fire preparedness. Work should be located at strategic points to facilitate quick access to fire.
- 23.4.4 Radio, telephone or mobile phone contact must be maintained at all times by work being within hearing distance of either of these communication devices.
- 23.4.5 Fire stand-by duties can be varied to suit the fire situation and related Work Health and Safety needs.
- 23.4.6 If not so advised within 12 hours of the nominated start time that duty is not required, payment will be two (2) hours at the fire fighting rate (Clause 23.7).

### 23.5 On Call Duties

- 23.5.1 Employees may be required to be on-call and available for fire fighting duties generally during periods of a low state of fire preparedness. 'On-call' provisions are not intended to be, nor should they be seen as, a substitute for fire stand-by duty.
- 23.5.2 It is expected that "on-call" will only apply intermittently and for very short periods (eg: right at the beginning or right at the end of a fire season) and nominated persons will be paid an allowance as provided for in Appendix 2, Table 1, Item 12 when rostered to be "on-call".
- 23.5.3 If called out, the minimum payment for recall is 4 hours at the applicable penalty rate.
- 23.5.4 For employees on call a vehicle will be provided with limited private use so there is personal flexibility. Forests NSW will also provide radio/mobile phone/pager as required to ensure the Field Worker 'on-call' can respond and go to work immediately.

### 23.6 Immediate "On-Call": an hourly on call system

"On Call" is a system whereby an employee is on a roster to be recalled to work (eg bushfire). It means staying at home or within a reasonable response time, but being available and fit to attend work if necessary.

"Intermediate On Call" where there is a need for additional resources, particularly in times of High to Extreme weather conditions employees may be required to be on "Immediate on call" for a specified period of time by agreement. While on immediate on call employees will be paid 1/3 of their ordinary hourly rate.

- 23.6.1 If called out, the minimum payment for recall will be 4 hours pay at the applicable penalty rate.
- 23.6.2 For employees on call a vehicle will be provided with limited private use so there is personal flexibility. Forests NSW will also provide radio/mobile phone/pager as required to ensure the Field Worker 'on call' can respond and go to work immediately.

### 23.7 Minimum Periods - per Overtime Provisions

- 23.7.1 Minimum periods and Meal Breaks (Cribs) will be in accordance with overtime provisions.

## 23.8 Fire Fighting Loading

23.8.1 Fire fighting will be compensated by a loading in lieu of the overtime rates and conditions specified in Clause 14 and the benefits associated with ordinary time on duty on Saturdays, Sundays and Public Holidays specified in sub-clause 26.3.

23.8.2 The rates for the loading are:

Time of Fire Fighting Duty	Loading
During normal working hours Monday to Friday	Time and a quarter
Outside normal working hours, Monday to Friday	Time and three quarters
On Saturdays	First two hours at time and half Double time thereafter
On Sundays	Double time
On Public Holidays	Double time and half

23.8.3 In applying the above, no employee should revert to a lower loading during a current shift whilst fire fighting.

23.8.4 In calculating this loading for casual employees, the time and a quarter loading will be calculated after inclusion of the 24.6% casual loading; whereas all other loadings will be calculated after the inclusion of the 15% casual loading only.

## 23.9 Break from Duty per Overtime provisions

23.9.1 Following completion of duty, an employee shall either:

- (1) Be released from resuming ordinary duty for a period of ten (10) consecutive hours; ie: once at home or at alternate accommodation (eg: hotel, motel or camp). This number of hours does not include time spent travelling; or
- (2) If required to resume or continue working without having had a break of ten (10) consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given.
  - (i) Where fire fighting for one night results in part or all of the 10 hour break occurring in the next day's ordinary hours of work there will be no loss of pay for those ordinary hours.
  - (ii) Fire Fighting for one night will result in payment at ordinary time for any of the 10 hour break which continues into the next day's ordinary hours of work as per Clause 13.1.
  - (iii) Fire fighting beyond one continuous night (ie: goes into the second and subsequent nights) will be deemed to be a shift situation. In this instance, any ten (10) hour break occurring during ordinary hours of work will not be a paid break, provided that when reverting to normal duties (within a normal working week) that each employee will be entitled to a minimum of ten (10) consecutive hours break without any loss of pay for ordinary hours of work occurring during that break.
- (3) The above ensures a minimum of 38 hours will be paid at ordinary rates to all employees, other than casuals, even when not worked.

## 23.10 Travel To and From Fires

Fire fighting commences from the time the employee leaves home or alternate accommodation, and finishes when the employee returns home or returns to the alternate accommodation (door to door).

Note, however, stand-by, patrol and fire tower duty during normal hours is not considered fire fighting and by mutual agreement the break from duty may be reduced to 8 hours. Furthermore the travel to and from work provisions for these duties will be in accordance with the signed workplace agreements.

### 23.11 General Fire Fighting Requirements

23.11.1 For fire fighting and hazard reduction burning in Forests NSW, priority will be given to the use of available Forests NSW employees.

23.11.2 All employees engaged on fire fighting shall be issued initially with two pairs of fire fighting overalls and one pair of approved fire fighting boots. Such protective clothing and boots must be worn whilst fire fighting. Replacement of fire fighting overalls and boots will be on a 'needs' basis and employees will be responsible for the laundering of their own clothing.

### 23.12 Meals

23.12.1 Forests NSW is committed to providing drinks and nutritious, hot meals of a high standard wherever possible. Emergency conditions and locations of fires do not always make this possible in which case Forests NSW would provide a satisfactory alternative (eg: combination of sandwiches, hot drinks, cold food, cold drinks, fruit and snack packs).

23.12.2 Forests NSW will endeavour to provide meals for the initial (24 hours) attack in fire fighting situations.

23.12.3 Forests NSW will provide adequate notice to employees as to whether drinks and food will, or will not be provided by Forests NSW. For the purposes of this sub-clause, sufficient notice of at least 10 hours will be given prior to the commencement of overtime or such lesser period as is reasonable in the circumstances.

23.12.4 Employees, who are directed to work second and subsequent shifts, and have been given reasonable notice to do so, should ensure they provide for themselves adequate food provisions for meal breaks each four (4) hours, for up to a 14-hour shift.

23.12.5 In the unlikely circumstance where employees, either through insufficient notice to provide their own meals or where no meal has been provided, need to purchase meals, these employees shall be paid meal allowance as per Overtime provisions.

### 23.13 Accredited Assessors Allowance - Task Based Assessments (FFHF)

23.13.1 Field Workers conducting task based assessments associated with the Fire Fighting Health and Fitness Program, who hold a certificate in task based assessment, will be paid an allowance as provided for in Appendix 2, Table 2, Item 21 for time spent in preparation, delivery, assessment and reporting of Task Based Assessments.

### 23.14 Reimburse expenses if recalled for fire fighting when on holidays

23.14.1 Forests NSW will reimburse verifiable expenses incurred by an employee and their immediate family if the employee is recalled to duty from leave for fire fighting duties. This may include the cancellation fees for accommodation or travel bookings or the additional costs of travel involved in recalled employee returning separately from his or her family.

23.14.2 Expenses will be reimbursed within one month from the date the employee submits their claim. Claims must be supported by evidence of the additional costs incurred.

23.14.3 This provision may be waived by agreement.

## 24. Fire Ground Work - Workshops Employees

### 24.1 Introduction

- 24.1.1 In recognition that Workshop employees may occasionally be required to undertake field-based repairs and service in active fire conditions, the following fire ground loadings will apply. The Workshops Fire Ground Loadings will only be payable in instances where workshops employees are required to undertake emergency repairs and servicing on vehicles and plant that cannot be removed from the immediate, active fire ground (that is, up to and including mop-up stage). They are not applicable to work undertaken in staging areas, workshops or elsewhere, other than the immediate, active fire ground and travel to and from the active fire ground. Payment is in recognition of the unique adverse conditions encountered in emergency repair and servicing of vehicles and plant in the immediate, active fire ground. Priority will be given to the use of available permanent Forests NSW employees in undertaking this work.
- 24.1.2 The loadings will also have application where workshops employees are directed to provide other on site support to active fire ground operations (up to and including mop-up stage). Work undertaken on site during back burning operations are also included in this clause.
- 24.1.3 Work directed to be undertaken by Workshops employees on an active fire ground (that is, up to and including mop-up stage) will be compensated by a loading in lieu of the overtime rates and conditions specified in Clause 14 and the benefits associated with ordinary time on duty on Saturdays, Sundays and Public Holidays specified in subclause 26.3.

### 24.2 Fire Fighting Loading

- 24.2.1 The rates for the loading are:

Time of Fire Ground Work	Loading
During normal working hours Monday to Friday	Time and a quarter
Outside normal working hours, Monday to Friday	Time and three quarters
On Saturdays	First two hours at time and half
	Double time thereafter
On Sundays	Double time
On Public Holidays	Double time and half

- 24.2.2 In applying the above, no employee should revert to a lower loading during a current shift whilst working on an active fire ground.
- 24.2.3 In calculating this loading for casual employees, the time and a quarter loading will be calculated after inclusion of the 24.6% casual loading; whereas all other loadings will be calculated after the inclusion of the 15% casual loading only.
- 24.2.4 Refer to Clause 25 for On-call Arrangements for Workshops. Where on -call is activated the Fire Ground loading commences from the time the employee leaves home or alternate accommodation, and finishes when the employee returns home or returns to the alternate accommodation (door to door).

### 24.3 Normal Working Hours

- 24.3.1 For the purposes of Clause 24 normal working hours are the ordinary working hours within the span of hours specified for an employee under Clause 13.1.
- 24.3.2 Meal Breaks and Break from duty in accordance with general overtime provisions. Fire ground meals and the Fire Fighting Health and Fitness Agreement will be in accordance with Field Employees provisions.

#### 24.4 Reimburse expenses if recalled for fire fighting when on holidays

- 24.4.1 Forests NSW will reimburse verifiable expenses incurred by an employee and their immediate family if the employee is recalled to duty from leave for fire fighting duties. This may include the cancellation fees for accommodation or travel bookings or the additional costs of travel involved in recalled employee returning separately from his or her family.
- 24.4.2 Expenses will be reimbursed within one month from the date the employee submits their claim. Claims must be supported by evidence of the additional costs incurred.
- 24.4.3 This provision may be waived by agreement.

### **25. On-Call Arrangements and Allowances - Workshops Only**

#### 25.1 On-Call Duty

- 25.1.1 Workshops staff will be placed on an on-call roster at each appropriate location. In the week they are rostered to be on-call, an allowance as provided for in Appendix 2, Table 1, Item 8 will be paid. If called out, the minimum payment for recall is 4 hours at the appropriate penalty rate.

#### 25.2 Expectations Whilst On-Call

- 25.2.1 There is an expectation that Workshops employees will participate in an on-call roster to meet fire season and operational requirements. Fire Ground and operational rosters will include a minimum of three (3) employees to ensure reasonable apportionment of on-call. If there are less than three (3) employees on a roster, such arrangements will be by agreement. Where three (3) or more employees are available to be placed on a roster they will not unreasonably refuse to be placed on a roster (refer to Clause 24 Fire Ground Work - Workshops Employees).

#### 25.3 Notice Period

- 25.3.1 Employees will be given reasonable notice of the requirement to be on-call. Roster arrangements will be established two (2) weeks prior to a roster commencing (unless prior arrangements are made). Forests NSW management will make allowances for any special circumstances known in advance (eg: family matters, illness etc.).

#### 25.4 Resources while on-call

- 25.4.1 For employees on-call a vehicle will be provided with limited private use so there is personal flexibility. Forests NSW will also provide radio/mobile phone/pager as required to ensure that employees "on-call" can respond and go to work immediately.

#### 25.5 AC Licence fees and other licence/ certificates

- 25.5.1 Forests NSW requires all workshop employees to hold AC licences and Forests NSW will pay for the cost, including renewals.
- 25.5.2 Forests NSW will pay workshop employees the costs of mandatory NSW WorkCover Authority Licences and Certificates of Competency held by workshop employees that are required by the employer.
- 25.5.3 Forests NSW will pay the costs of licences and certificates as provided for in subclauses 25.5.1 and 25.5.2 on behalf of the employee, subject to the provision of satisfactory evidence that the cost will be incurred, such as licence renewal notice.

**25.6 Tool Coverage (Workshops only)**

- 25.6.1 Employee's tools, required for Forests NSW duties, stored on Forests NSW premises or secured in Forests NSW vehicles will be covered, in the event of theft, fire or flood by Forests NSW on the proviso that the employee provides a list of their tools to the Workshops Co-ordinator.
- 25.6.2 Employees are responsible for keeping their tool list current and exercising due care in the protection of their tools.
- 25.6.3 Claims must be made in accordance with the requirements of Forests NSW guidelines. Forests NSW reserves the right to investigate any claims and may decline a claim where due care has not been taken.
- 25.6.4 It should be noted that this does not include general wear and tear or mislaid tools which are covered by the tool allowance.

**SECTION 8 - LEAVE****26.1 General Provisions - Ministerial Leave Conditions (MLC)**

- 26.1.1 Refer to Regional Office or HR or Forests NSW's Intranet for a copy of MLC.
- 26.1.2 Where the conditions of the Award are superior to those existing in the MLC, then the conditions of the Award shall prevail.
- 26.1.3 Forests NSW shall be bound by the provisions of the MLC for its employees, subject to the amendments and additions specified in this clause.
- 26.1.4 All leave will be calculated and taken in a minimum of one hour units.

**26.2 Sick Leave**

- 26.2.1 Sick leave will accrue on a calendar year basis, with the full annual entitlement of 15 days paid leave being available from 1 January each year for employees employed as of that date.
- 26.2.2 New employees who commence after 1 January will receive a pro-rata credit for that proportion of the calendar year remaining. Sick leave taken during the first three months of employment will only be paid upon the completion of three months service and following one month's continuous service without the taking of any sick leave, up to a maximum entitlement of 15 days paid sick leave per annum.
- 26.2.3 Unused sick leave entitlements will accrue, in accordance with MLC.

**26.3 Public Holidays**

- 26.3.1 Payment (to the extent which would ordinarily have been paid had the day been a working day) shall be made for the following days:

New Years Day

Australia Day

Good Friday

Easter Saturday

Easter Sunday

Easter Monday

Anzac Day

Queen's Birthday

Christmas Day

Boxing Day

Labour Day

whenever celebrated, and all other gazetted holidays proclaimed to operate throughout the State of NSW.

#### 26.4 Union Picnic Day

26.4.1 The first Monday in August of each year shall be the Union Picnic Day.

26.4.2 All Union members shall, as far as practicable, be given and shall take this day as Picnic Day and shall be paid to the extent to which they would ordinarily have been paid had the day been a working day. Any Union member required to work on this day shall be paid at the rate of double time and a half for not less than four hours work.

26.4.3 Members of relevant Unions named in this Award may be required to produce evidence of Union membership (ie: membership ticket).

#### 26.5 Recreation Leave Management

26.5.1 When an employee has achieved an accrual of thirty (30) days recreation leave (maximum accrual without forfeit is 40 days) their manager or supervisor will discuss the management of that accrued recreation leave with the employee, so that it may be taken at a time which suits the operational needs of Forests NSW and the needs of the individual. Accrual over 40 days is not permitted without written approval of the Workplace Manager.

#### 26.6 Personal Carers Leave

26.6.1 Personal/carer's leave is leave which may be granted to employees to provide care and support for a family member as described below, who is sick.

26.6.2 Under the personal/carer's leave provisions, paid sick leave and time off in lieu of payment for overtime are specifically for the purpose of caring for the sick family member. Access to recreation leave and make-up time are facilitative provisions which enable employees to combine paid employment with other responsibilities. In addition personal/carers leave may be taken as leave without pay.

26.6.3 Like sick leave, personal/carer's leave should be managed in a fair and equitable way and mechanisms put in place to monitor sick leave taken as personal/carer's leave.

26.6.4 It is important that departments ensure that separate records are maintained for sick leave taken by the employee for their own illness and for a sick family member.

#### 26.7 Family and Community Service Leave

26.7.1 A department head must grant an employee some or all of the available family and community service leave on full pay to accommodate emergencies or personal or domestic circumstances requiring leave.



- 26.7.2 Appropriate situations may include but are not limited to the following:
- (1) Compassionate grounds such as the death or illness of a close member of the family or a member of the employee's family group living in the same domestic dwelling.
  - (2) Accommodation matters up to one day such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects.
  - (3) Emergency or weather conditions such as when flood, fire, snow, earthquake and so on threatens lives or property or prevents an employee from reporting for duty.
  - (4) Other personal circumstances such as citizenship ceremonies, parent-teacher interviews or attending the child's school for other reasons.
  - (5) Attendance at court by an employee to answer a charge for a criminal offence, if the department head considers the granting of family and community service leave to be appropriate in a particular case.
  - (6) Employees who are prevented from attending work at a normal work location due to a major transport disruption.
  - (7) Employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
  - (8) Employees who hold office in local government other than as a Mayor or President of a council, or chair of a county council, in order to attend meetings, conferences or other duties associated with that office, if those duties necessitate absence during normal working hours.

Family and community service leave is not available to casual employees.

26.7.3 Definitions:

- (1) "Family" or "relative" used here means:
  - (i) a spouse of the employee; or
  - (ii) 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
  - (iii) a child or an adult son or daughter (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same family group living in the same domestic dwelling.
- (2) In this definition:
  - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship;
  - (ii) "affinity" means the relationship that one spouse or partner has to the relatives of the other spouse or partner.

#### 26.7.4 Paid Leave

- (1) Employees working a 5 day week
  - (i) The maximum amount of family and community service leave on full pay which may be granted is whichever is the greater of:
    - (ii) 2½ working days during the first year of service and 5 working days in any period of 2 years after the first year of service; or
    - (iii) 1 working day for each year of service after 2 years of continuous service
  - (iv) less any period of short leave or family and community service leave already taken.
- (2) Employees working a 6 day week
  - (i) The maximum amount of family and community service leave on full pay which may be granted is:
    - (ii) 3 working days during the first year of service and 6 working days in any period of 2 years after the first year of service; or
    - (iii) 1 working day for each year of service after 2 years of continuous service
  - (iv) less any period of short leave or family and community service leave already taken.
- (3) Employees working a 7 day week
  - (i) The maximum amount of family and community service leave on full pay which may be granted is:
    - (ii) 3½ working days during the first 12 months of service and 7 working days in any period of 2 years after the first year of service; or
    - (iii) 1 working day for each year of service after 2 years of continuous service
  - (iv) less any period of short leave or family and community service leave already taken.

#### 26.7.5 Additional Leave

If available family and community service leave is exhausted as a result of natural disasters, the department head must consider applications for additional family and community service leave, if some other emergency arises. For example, on the death of a person defined above additional paid family and community service leave of up to 2 days may be granted to an employee on an individual and situational basis.

#### 26.7.6 Other Leave

Department heads may grant employees other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

#### 26.7.7 Illness of Family Member

In cases of illness of a family member for whose care and support the employee is responsible, the employee may take accrued paid sick leave when paid family and community service leave has been exhausted. For further information see Personal/Carer's Leave.

## 26.8 Trade Union Training Leave

The parties agree that leave be granted in accordance with the MLC as follows:

- 26.8.1 Leave may be granted up to a maximum of twelve (12) working days in any period of two (2) years to employees who are members of registered industrial Unions to attend short training courses or seminars, subject to the following conditions:
- (1) that the employer's operating requirements permit the grant of leave and the employee's absence does not require the employment of relief staff;
  - (2) the leave of absence will be granted at ordinary pay, ie: payment is not to include shift allowances, penalty rates or overtime;
  - (3) leave granted will count as service for all purposes;
  - (4) expenses associated with attendance at such courses or seminars; eg: fares, accommodation and meal expenses will be met by employee concerned, except where the duration of the course is one day or more requiring an overnight stay, Forests NSW will reimburse the cost of accommodation and meals for one day only.
  - (5) applications for leave must be accompanied by a statement from the relevant Union that it has nominated the employee concerned for such course or seminar or that it supports their application.
  - (6) Subject to the maximum prescribed above, leave may include travelling time required during working hours to attend such courses or seminars.

## 26.9 Parental Leave

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

- 26.9.1 Maternity leave shall apply to a staff member who is pregnant and, subject to this clause the staff member shall be entitled to be granted maternity leave as follows:
- (1) For a period up to 9 weeks prior to the expected date of birth; and
  - (2) For a further period of up to 12 months after the actual date of birth.
  - (3) A staff member who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 26.9.2 Adoption leave shall apply to a staff member adopting a child and who will be the primary care giver, the staff member shall be granted adoption leave as follows:
- (1) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
  - (2) For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
  - (3) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flex time or family and community service leave.
- 26.9.3 Where maternity or adoption leave does not apply; "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:

- (1) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
  - (2) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 1 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.
- 26.9.4 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (1) Applied for parental leave within the time and in the manner determined set out in subclause 26.9.9; and
  - (2) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
  - (3) Payment for the maternity, adoption or short other parent leave may be made as follows:
    - (i) in advance as a lump sum; or
    - (ii) fortnightly as normal; or
    - (iii) fortnightly at half pay; or
    - (iv) a combination of full-pay and half pay.
- 26.9.5 Payment for maternity, adoption or other parent leave is at the rate applicable when the leave is taken. A member of staff holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (1) at the full time rate if they began part time leave 40 weeks or less before starting maternity, adoption or other parent leave;
  - (2) at the part time rate if they began part time leave more than 40 weeks before starting maternity, adoption or other parent leave and have not changed their part time work arrangements for the 40 weeks;
  - (3) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 26.9.6 A staff member who has taken no more than 12 months full time maternity, adoption or other parent leave or its part time equivalent is entitled to be paid at their normal rate (ie the rate at which they were paid before proceeding on parental leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave for another pregnancy or adoption.
- 26.9.7 Except as provided in subclauses 26.9.4, 26.9.5 and 26.9.6 of this clause, maternity, adoption or other parent leave shall be granted without pay.
- 26.9.8 Right to request
- (1) A staff member who has been granted maternity, adoption or other parent leave in accordance with subclauses 26.9.1, 26.9.2 or 26.9.3 may make a request to the Department Head to:

- (i) extend the period of unpaid maternity, adoption or other parent leave for a further continuous period of leave not exceeding 12 months;
  - (ii) return from a period of full time maternity, adoption or other parent leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay); to assist the staff member in reconciling work and parental responsibilities.
- (2) The Department Head shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Department Head's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

#### 26.9.9 Notification Requirements

- (1) When a Department is made aware that a staff member or their spouse is pregnant, or a staff member's spouse is pregnant or is adopting a child, the Department must inform the staff member of their entitlements and their obligations under the Award.
- (2) A staff member who wishes to take parental leave must notify the department head in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (i) that she/he intends to take maternity, adoption or other parent leave, and
  - (ii) the expected date of birth or the expected date of placement, and
  - (iii) if she/he is likely to make a request under subclause (h).
- (3) At least 4 weeks before a staff member's expected date of commencing maternity, adoption or other parent leave they must advise:
- (i) the date on which the maternity, adoption or other parent leave is intended to start, and
  - (ii) the period of leave to be taken.
- (4) Staff member's request and the Department Head's decision to be in writing.
- (i) The staff member's request and the Department Head's decision must be recorded in writing.
- (5) A staff member intending to request to return from maternity, adoption or other parent leave on a part time basis or seek an additional period of leave of up to 12 months (or possible just cross reference back up) must notify the Department Head in writing as soon as practicable and preferably before beginning maternity, adoption or other 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 Department Head agrees.
- (6) A staff member on maternity leave is to notify her department of the date on which she gave birth as soon as she can conveniently do so.
- (7) A staff member must notify the department as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

- (8) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the department and any number of times with the consent of the department. In each case she/he must give the department at least 14 days notice of the change unless the department head decides otherwise.
- 26.9.10 A staff member has the right to his/her former position
- (1) If she/he has taken approved leave or part time work in accordance with subclause (h), and she resumes duty immediately after the approved leave or work on a part time basis.
- 26.9.11 If the position occupied by the staff member immediately prior to the taking of maternity, adoption or other parent leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- 26.9.12 A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Department Head approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 26.9.13 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid maternity, adoption or other parent 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 department) must be given.
- 26.9.14 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 26.9.15 A staff member may elect to take available recreation leave or extended leave within the period of maternity, adoption or other parent leave provided this does not extend the total period of such leave.
- 26.9.16 A staff member may elect to take available recreation leave at half pay in conjunction with maternity, adoption or other parent leave subject to:
- (1) accrued recreation leave at the date leave commences is exhausted within the period of maternity, adoption or other parent leave
- (2) the total period of maternity, adoption or other parent leave, is not extended by the taking of recreation leave at half pay
- (3) When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate
- 26.9.17 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Department Head, should, in consultation with the member of staff, 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.

- 26.9.18 If such adjustments cannot reasonably be made, the Department Head must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 26.9.19 Communication during maternity, adoption or other parent leave
- (1) Where a staff member is on maternity, adoption or other parent leave and a definite decision has been made to introduce significant change at the workplace, the Department 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 position the staff member held before commencing maternity, adoption or other parent leave; and
    - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing maternity, adoption or other parent leave.
  - (2) The staff member shall take reasonable steps to inform the Department Head about any significant matter that will affect the staff member's decision regarding the duration of maternity, adoption or other parent leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
  - (3) The staff member shall also notify the Department Head of changes of address or other contact details which might affect the Department's capacity to comply with paragraph (1).

#### 26.10 Casual Leave Entitlements

Casual employees shall receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009 :

- 26.10.1 Unpaid Parental Leave in accordance with Clause 12.5.4 of the Crown Employees (Public Service Conditions of Employment) Award 2009.
- (1) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act* 1996. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act* 1996.

The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act* 1996) because:

    - (i) the employee or employee's spouse is pregnant; or
    - (ii) the employee is or has been immediately absent on parental leave.
  - (2) 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.
- 26.10.2 Personal Carer's Entitlement in accordance with Clause 12.6 of the Crown Employees (Public Service Conditions of Employment) Award 2009:

- (1) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member (as described 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 (iv), and the notice requirements set out in (v).
- (2) 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.
- (3) 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.
- (4) 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.
  - (iii) 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.
- (5) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

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

- (i) a spouse of the staff member; or
- (ii) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the staff member or of spouse or of defacto spouse of the staff member; or
- (iv) a same sex partner who lives with the staff member as the defacto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

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

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



26.10.3 Bereavement entitlement in accordance with Clause 12.7 of the Crown Employees (Public Service Conditions of Employment) Award 2009 ;

- (1) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (2) 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.
- (3) 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.
- (4) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence."

#### 26.11 Extended Leave Entitlements

26.11.1 Definition of "service"

- (1) "Service" includes:
  - (i) in the case of an employee or temporary employee who has completed at least 10 years' service-any period of leave without pay, not exceeding 6 months, taken after 13 December 1963, and
  - (ii) service occurring before the commencement of this part, including service of the kind referred to in paragraph (i).
- (2) Subject to clauses 26.11.2.(3) and 26.11.3(3), for the purpose of determining whether or not an employee or temporary employee has completed at least 10 years' service, as referred to in subclause 26.11.1.1 (i), the employee's or temporary employee's period of service is taken:
  - (i) to include any period of leave without pay taken before 13 December 1963, and
  - (ii) to exclude any period of leave without pay taken after 13 December 1963.
- (3) Note: 13 December 1963 was the date of assent to the *Public Service and Other Statutory Bodies (Extended Leave) Amendment Act 1963*.

26.11.2 Leave entitlements generally

- (1) After service for 7 years or more but not more than 10 years, an employee or temporary employee is entitled to extended leave, proportionate to his or her length of service, calculated at the rate of:
  - (i) 2 months on full pay, or
  - (ii) 4 months on half pay, or

- (iii) one month on double pay, for 10 years served.
- (2) After service for more than 10 years, an employee or temporary employee is entitled to extended leave under subclause (1) in respect of the first 10 years and additional extended leave, proportionate to his or her length of service, calculated at the rate of:
  - (i) 5 months on full pay, or
  - (ii) 10 months on half pay, or
  - (iii) 2.5 months on double pay,  
for each 10 years served after the first 10 years.
- (3) For the purposes of this clause, "service" includes any period of leave without pay taken before 13 December 1963.

#### 26.11.3 Entitlement to leave if employment terminated in special circumstances

- (1) This clause applies to an employee or temporary employee with at least 5 years' service but less than 7 years' service whose services are terminated:
  - (i) by the employee or temporary employee, for reasons of illness, incapacity or domestic or other pressing necessity, or
  - (ii) by the Crown, the Governor or the appropriate Department Head, for reasons other than the employees or temporary employee's serious and intentional misconduct.
- (2) The employee or temporary employee is entitled to:
  - (i) for 5 years' service, one month's leave on full pay, and
  - (ii) for further service in excess of 5 years, additional leave proportionate to the employees or temporary employee's length of service (up to but not including 7 years), calculated at the rate of 3 months' leave for 15 years' service.
- (3) For the purposes of this clause, "service" does not include any period of leave without pay, whether taken before, on or after 13 December 1963.

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

- (1) If an employee or temporary employee has acquired a right to extended leave and his or her services are terminated, the employee or temporary employee may not take the extended leave but is instead to be paid the money value of the extended leave.
- (2) Any pension to which any such employee or temporary employee is entitled under the *Superannuation Act* 1916 commences from and including the date on which the employees or temporary employee's extended leave, if taken, would have commenced.

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

- (1) If an employee or temporary employee has acquired a right to extended leave and dies before starting it, or after starting it dies before completing it:
  - (i) the employee's or temporary employee's spouse, or
  - (ii) if there is no such spouse, the employee's or temporary employee's children, or

- (iii) if there is no such spouse or child, the person who, in the opinion of the appropriate Department Head, was, at the time of the employee's or temporary employee's death, a dependent relative of the employee or temporary employee, is entitled to receive the money value of the extended leave not taken or not completed.
- (2) If an employee or temporary employee with at least 5 years' service but less than 7 years' service dies:
  - (i) the employee's or temporary employee's spouse, or
  - (ii) if there is no such spouse, the employee's or temporary employee's children, or
  - (iii) if there is no such spouse or child, the person who, in the opinion of the appropriate Department Head, was, at the time of the employee's or temporary employee's death, a dependent relative of the employee or temporary employee,  
  
is entitled to receive the money value of the extended leave that would have accrued to the employee or temporary employee had his or her services terminated as referred to in clause 26.11.3 (1).
- (3) If there is a guardian of any child referred to in subclause 26.11.5 (1)(ii) or 26.11.5(2)(ii), the payment to which the child is entitled may be made to the child's guardian for the child's maintenance, education and advancement.
- (4) If:
  - (i) no person is entitled to receive a payment under subclause 26.11.5.1 or 2.11.5.2, or
  - (ii) it appears to the appropriate Department Head that more than one person is entitled as a spouse to a payment under subclause 26.11.5.1 or 26.11.5.2,  
  
the payment must instead be made to the employee's or temporary employee's personal representatives.
- (5) Any payment under this clause is in addition to any payment due under any Act under which superannuation benefits are paid.
- (6) In this clause, "spouse" of an employee or temporary employee includes a person with whom the employee or temporary employee had a de facto relationship (within the meaning of the *Property (Relationships) Act 1984* ) at the time of his or her death.

#### 26.11.6 Certain periods to be disregarded

- (1) Any period during which an employee or temporary employee is not employed, as referred to in clause 3 (2) of Schedule 3A of the *Public Sector Employment and Management Act 2002*, is to be disregarded for the purpose of calculating his or her extended leave entitlement.

#### 26.11.7 Leave entitlement reduced by leave already taken or paid out

- (1) The following amounts of extended leave are to be deducted from an employee's or temporary employee's extended leave entitlement:
  - (i) for each period of extended leave taken on full pay-the number of days (or parts of a day) so taken,
  - (ii) for each period of extended leave taken on half pay-half the number of days (or parts of a day) so taken,

- (iii) for each period of extended leave taken on double pay-twice the number of days (or parts of a day) so taken,
  - (iv) for each period of extended leave in respect of which the employee or temporary employee has been paid the money value-the number of days of extended leave on full pay that is equivalent to the money paid.
- (2) If a public holiday occurs while an employee or temporary employee is taking extended leave, the amount of extended leave to be deducted is to be reduced by the length of the holiday (one day or half a day, as the case may be).
- (3) In subclause (2), "public holiday" means any special or public holiday for which the employee or temporary employee is entitled to payment.

26.11.8 Extended leave may be postponed for temporary employees.

- (1) If the period of extended leave to which a temporary employee is entitled under this Schedule exceeds the period for which the employee is employed under this Act, the balance of the period of extended leave may be taken during subsequent periods of employment in the Public Service, but only if each subsequent period of employment commences on the termination of a previous period of employment in the Public Service.

All other provisions concerning extended leave not covered above will be in accordance with the provisions of the MLC.

## **SECTION 9 - MISCELLANEOUS**

### **27. Miscellaneous**

#### **27.1 Temporary Relocation**

- 27.1.1 Reorganisation within Forests NSW along with a shift in work areas necessitated through land management transfer to other agencies such as NPWS will require temporary transfer of employees from time to time.
- 27.1.2 The underlying principle in such cases will be to give full consideration to individual circumstances and preferences, with identification of volunteers through mutual agreement preferred to supervisor selection of employees to work away from home. Management will ensure maximum notice is given for a temporary transfer with a minimum of: -
- (1) Seven (7) calendar days notice for up to two (2) weeks transfer
  - (2) Ten (10) calendar days notice for two (2) to four (4) weeks transfer, and
  - (3) Fifteen (15) calendar days notice for over four (4) weeks transfer
- 27.1.3 Return to home will be provided, if required, each weekend while on transfer.
- 27.1.4 Applications can be made to return each week-end by workshops staff on an "as needs/compassionate" basis and the Workshops Manager will give consideration to such requests.
- 27.1.5 Employees permanently transferring between locations within FNSW will be entitled to the provisions of the Crown Employees (Transferred Employees Compensation) Award 2009.

## 28. Inclement Weather

### 28.1 Definition

For the purposes of this clause, inclement weather means wet weather or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperature or any combination thereof.

### 28.2 Continuation of Work

28.2.1 Appropriate productive work will be carried out during inclement weather conditions, provided appropriate protective clothing of a high standard suited to local conditions is issued. Decisions on working during inclement weather will rest with the supervisor and, where they exist, by self-managing work teams, consistent with the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*:

- (1) In forest Regions, where there are appropriate functions that can be undertaken during inclement weather, then these functions will be undertaken or continue to be undertaken.
- (2) Workshop employees will carry out fieldwork away from normal facilities and under inclement weather conditions as determined by the employee on the job in conjunction with the Workshop Manager.
- (3) Nursery employees will work during inclement weather on both production and customer service, provided that appropriate protective clothing is supplied.

## 29. Consultation Clause

- 29.1 The parties to the Award agree to an ongoing consultation process involving management, employees and the unions regarding organisational, work methods and/or technological change of any directorate, region or business unit which has an impact upon employees covered by the Award.
- 29.2 It is recognised that the parties can contribute valuable ideas in the process of change.
- 29.3 The parties agree that the consultation process shall not be used as a basis to delay the introduction of change. Any dispute arising from the implementation of this clause shall be dealt with in accordance with Clause 9 Grievance and Dispute Resolution.

## 30. Delegates Rights

- 30.1 FNSW recognises the rights of employees to elect union delegates as their representative for the purposes of this Award.
- 30.2 FNSW will not victimise an employee because the person is or is proposing to become a union delegate.
- 30.3 The delegate will have access to a notice board for the purpose of posting notices and announcements relating to the Unions' activities, provided that such notices are relevant to the site or the union.
- 30.4 The union delegates will have reasonable access to a computer for word-processing purposes, email, telephone, a photocopier, facsimile machine and a private meeting room, if and when necessary.
- 30.5 Union delegate(s) will be allowed to undertake the following activities without deduction of ordinary time earnings for:
- 30.5.1 consultation with recognised or accredited union official, on any significant workplace change including conditions of employment, subject to the supervisor or manager being notified;
- 30.5.2 where FNSW is involved in any industrial proceedings (whether at the Commission or workplace or with Government representatives) that directly affects the area or

- employee(s) that the union delegate(s) represent, the delegate(s) will be permitted to attend such proceedings and have reasonable preparation time as required;
- 30.5.3 after notification by the Union of the employee being elected as an Executive Member or in a vocational or industry committee; the employee may attend relevant meetings, either interstate or in NSW, subject to prior notification with management and where operational requirements allow for the taking of such time;
- 30.5.4 the opportunity to attend the annual branch conference of the Union subject to the delegate's absence will not unreasonably interfere with normal work operations and that prior approval is sought;
- 30.5.5 presenting information with the Union official if available, on the Union(s) and Union(s) activities at induction sessions for new employees, subject to prior notification with management and where operational requirements allow for the taking of such time;
- 30.5.6 attendance at meetings called by Unions NSW involving the Union(s) which requires attendance of delegate(s); subject to prior notification with management and where operational requirements allow for the taking of such time;
- 30.5.7 reasonable travelling time to and from the location for where the delegate(s) are required for the purposes of this clause.
- 30.6 Representation at the Joint Consultative Committee and Award negotiations will be discussed and agreed to by the parties.

### 31. Area, Incidence and Duration

- 31.1 This Award applies to all classifications listed in Appendices 3, 4, 5, 6 and 7 attached to this Award employed by Forests NSW a public trading enterprise division of the Department of Primary Industries within the NSW Department of Trade and Investment, Regional Infrastructure and Services under Schedule 1, Part 3, Special Employment Division of the *Public Sector Employment and Management Act 2002*.
- 31.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the "Forestry Commission Division Trading as Forests NSW Crown Employees Fieldwork and Other Staff Award 2010-2012 published 9 September 2011 (371 I.G. 735).
- 31.3 The changes made to the award pursuant to the Award Review under 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 IG 359) take effect on and from 30 March 2012.
- 31.4 This award will remain in force until 30 June 2012 this being the term of the original Award.

## APPENDIX 1

### RATES OF PAY

The minimum weekly rates for full-time employees covered by this Award are:

Classification Rate	From First Full Pay Period on or after 1 July 2011 4% p.a. increase Weekly Wage \$
1	758
2	782
3.1	813
3.2	817

4.1	853
4.2	869
4.3	889
4.4	905
5.1	942
5.2	962
5.3	971
6.1	1,066
6.2	1,099
6.3	1,129
6.4	1,159

Divisional Commander will be paid at the weekly equivalent of:

	From First Full Pay Period on or after 1 July 2011
Annual Rate	72,918 pa
Weekly equivalent	1,397 pa

## APPENDIX 2

### ALLOWANCES

Past Entitlements Preserved within this Award (Grandfathered Entitlements):

#### First-aid

#### Distant places

#### Western allowance

Definition of Allowances:

"Accredited Assessor Allowance" The allowance paid by Forests NSW for nationally accredited assessors will be as provided for in Item 22 of Table 2. This payment will be received for time spent in preparation, delivery, assessment and reporting of accredited courses.

This allowance is payable to nationally accredited assessors who deliver training. It is not restricted to nationally accredited courses but rather has application to any external or Forests NSW courses which result in some form of qualification or accreditation, with the exception of back care (ie those delivering back care training will receive the allowance for the life of this award). The parties agree to review the operation of this clause during the life of the award.

"Accredited Assessors Allowance - Task Based Assessments (FFHF)" Field Workers conducting task based assessments associated with the Fire Fighting Health and Fitness Program, who hold a certificate in task based assessment, will be paid an allowance as provided for in Item 21 of Table 2 for time spent in preparation, delivery, assessment and reporting of Task Based Assessment s.

This allowance will move in line with the general Accredited Assessors Allowance.

"Allowance for dealing with protestors" Where protestors are disrupting forestry operations and Forests NSW appoints an employee to supervise and control the incident, the employee shall be paid an allowance to the divisional commander rate as set out in Appendix 1 on a higher duties basis as provided for in cl.22.4.

"Chemical Handling and Working with Bitumen/ Sealing Allowance" An allowance as provided for in Item 10 of Table 1 is payable to those employees directed to use pesticides and herbicides who are accredited chemical users and shall also apply to employees engaged in sealing and working with bitumen where they are required to wear full protection, ie: all of the following; face shields, overalls, elbow length gloves and boots for the application of pesticides and/ or herbicides.

"Divisional Commander" An employee who is appointed as a divisional commander to supervise and control a wildfire or incident on behalf of by Forests NSW, will be paid an allowance to the divisional commander rate as set out in Appendix 1 on a higher duties basis as provided for in cl.22.4.

"Tool Allowance" All tools required by employees shall be provided free of charge by Forests NSW, other than in Workshops where a tool allowance shall be paid to trades persons as provided for in Item 1 of Table 1 to cover the cost of work-related tools. This allowance is linked to movement in the Skilled Trades Award.

"Working in Sludge" Those engaged in the handling and spreading of sewerage sludge on a given Forests NSW area will receive, for the period of application only, an allowance as provided for in Item 9 of Table 1.

NB:

Workshops Allowances with the exception of "First Aid" and "Applying Obnoxious Substances", are linked to movement in the Crown Employees (Skilled Trades) Award.

"Applying Obnoxious Substances" is linked to movement in the General Construction and Maintenance, Civil and Mechanical Engineering and C (State) Award (or an award replacing that award), as there is no comparable allowance under the Crown Employees (Skilled Trades) Award.

**Table 1 - Wage Related Allowances**

Workshop Employees			
Item	Clause or Appendix No:	Allowance	From the beginning of the first full pay period on or after 1 July 2011
1	Appendix 2	Tool Allowance - Tradespersons	\$27.90 per week
2	Appendix 2	Confined spaces	\$0.87 per hour
3	Appendix 2	Height money	\$0.69 per hour
4	Appendix 2	Tower allowance Above 15 metres Above each additional 15 metres	\$0.69 per hour \$0.69 per hour
5	Appendix 2	Spray Painting Application	\$0.67 per hour
6	Appendix 2	Applying obnoxious substances	\$0.84 per hour
7	15.4 & Appendix 2	First-aid	\$14.70 per week
8	25.1	On-Call Duty / Weekly On Call Roster	\$133 per week
Field Workers			
Item	Clause or Appendix No:	Allowance	From the beginning of the first full pay period on or after 1 July 2011
9	Appendix 2	Working in Sludge	\$0.96 per hour
10	Appendix 2	Chemical Handling and Working with Bitumen/ Sealing	\$14.40 per day
11	15.4 and Appendix 2	First aid	\$14.70 per week
12	23.3, 23.5 and Appendix 2	Weekly On Call Roster	\$133 per week



13	23.6	Immediate on Call	1/3rd ordinary hourly rate
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**Table 2 - Expense Related Allowances including Travel Arrangements**

Item	Clause or Appendix Number	Allowance	Allowances as at 1 July 2011 and adjusted in accordance with Cl. 20.5
14	14.8	Meal Allowance for Overtime  Breakfast Allowance: When required to start work before 6.00am. Lunch Allowance: For overtime required to be worked after 1.30pm on Saturdays, Sundays or Public Holidays. Dinner Allowance: When required to work after 6.00pm.	  \$26.45  \$26.45  \$26.45
15	20.2.2 (1)	Reimbursement of Meal Expenses - No Overnight Stay Breakfast Expenses: When travel starts before 6.00am Lunch Expenses: When the staff member is unable to have lunch at his/her normal workplace Dinner Expenses: When work or travel goes beyond 6.30pm	 \$23.65 \$26.55 \$45.60
16	20.3.2(1)	Reimbursement for Accommodation and Meals - Overnight Stay  Breakfast (if not included in the accommodation charge) Lunch (if not included in the accommodation charge) Dinner in the country ((if not included in the accommodation charge) Dinner in the city (if not included in the accommodation charge) Incidental allowance (per night spent away)	  \$23.65 \$26.55 \$41.65 \$45.60  \$20.30*** per night ***NB fixed rate until Incidental Allowance applicable within the NSW Public Sector exceeds this rate.
17	20.4.1	Camping Expenses: (a) When camping at an established camp where facilities such as cubicles, a wash house and a kitchen are already set up. (b) When camping at a non-established camp (which includes caravans), or where facilities must be set up by the employee. (c) To cover the cost of hiring additional equipment which Forests NSW is unable to supply. (d) When the employee supplies their own sheets, blankets or sleeping bag. (e) When employee camps for more than 40 days.	 \$28.55 per night \$37.55 per night \$28.20 per night \$4.70 per night \$9.00 per night

	20.4.3	Incidental allowance is paid for overnight camping stays as compensation for incidentals incurred (per night spent away)	\$20.30*** per night ***NB fixed rate until Incidental Allowance applicable within the NSW Public Sector exceeds this rate.
18	16.2.1	Boots	\$283.00 per year
19	Appendix 2	Kilometre rate Should Forests NSW be unable to provide transport and where no public transport is available to transport an employee from his/her residence to their headquarters, depot or centre, or if an employee is required to report at a place other than their headquarters, depot or centre, then Forests NSW shall pay the employee an allowance according to the following scale, viz; where the distance from their residence to the centre or such place is:	
		Kilometres 3 - 10 10 - 20 20 - 30 30 - 40 40+	\$4.30 per day \$11.60 per day \$14.90 per day \$21.30 per day \$24.00 per day
Headquarters, depot or centre means the place where the employee reports for work.			
Fire Fighting Fitness Incentive Payment and Accredited Assessors Allowance			
20	23.2.3	Fire Fighting Incentive	\$272 per annum
21	Appendix, 2 23.2.5 and 23.13.1	Accredited Assessor -  Task Based Assessments (FFHF)	\$7.39 per hour
22	Appendix 2	Accredited Assessor	\$7.39 per hour

### APPENDIX 3

#### STATEMENT OF RESPONSIBILITY LEVELS AND PROMOTIONAL CRITERIA

For an employee to be graded to a higher position than the generic level, the position description must be evaluated by the Classification Committee.

Forests NSW will make available to the workforce appropriate training to facilitate advancement through the classification structure.

#### LEVELS 1 & 2

##### Responsibility

An employee at Level 1 or 2 will:

generally work under direct supervision be responsible for identifying and solving minor problems which occur in the workplace be required to work to predetermined standards and outcomes be responsible for keeping their own work area safe and clean show awareness for the relevant Forest Practices Codes

##### Promotional Criteria

Level 1

Six (6) months induction process (within 7 days) and Induction Program.

Promotion to Level 2 on satisfactory completion and satisfactory attendance and performance history.

Level 2

Eighteen (18) months Employee Development Program

Promotion to Level 3.1 within 18 months on satisfactory completion and satisfactory attendance and performance history.

### LEVEL 3

#### Responsibility

An employee at this level will operate under general direction for the whole job. Individual tasks will be completed according to clear, set procedures and standards. An employee will be responsible for the quality of work within these limits.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 3 worker is directly responsible for, and for identifying and reporting problems outside own work process.

#### 3.2 Co-ordinator

responsible for provision of the co-ordination of work performed by a small group and on-the-job training (non-accredited) for that small group; knowledge and understanding of relevant Forest Practices Codes.

#### Promotional Criteria

An employee remains at Level 3.1 until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

The promotion by merit principle will apply in all cases.

### LEVEL 4

#### Responsibility

An employee at this level will operate under general direction for the whole job. In completing individual tasks an employee will work to set standards. An employee will be responsible for the quality of work in own area.

The employee will also be responsible for identifying and solving problems which occur in the work process the Level 4 worker is directly responsible for, and by themselves or with others, identifying, reporting or solving problems outside their work area.

The employee is responsible for application of relevant Forest Practices Codes and Regulatory requirements.

LEVEL 5
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## Responsibility

An employee at this level has greater responsibility than at Level 4 in that the employee may be responsible for the work of others through the monitoring role. The employee will be responsible for work outcomes regarding quantity and quality in own area, including own work and the work of others. The employee may be required to train small groups on-the-job (non-accredited) and/or assess competency of workers in the tasks they perform. They will be responsible for WH&S of those under his control. An employee at this level will be required to exercise judgement in the planning and carrying out of work.

An employee at this level is required to ensure application of relevant Forest Practices Codes and Regulatory requirements.

The employee will also be responsible, with others, for identifying and solving problems in their work areas, if supervising others for initiating, co-ordinating and monitoring problem-solving in own work area, for identifying and reporting problems in other work areas where they affect activity in own work area.

## Promotional Criteria

Level 5.1 is the Supervisor Entry Level and Probationary Period, however, initial appointment can be made at a higher level depending on competencies and relevant experience.

Within 12 months, training will be provided as detailed in Note 18.

Rangers - may progress to Level 5.2 or 5.3 dependent on the role of their position after 12 months experience at 5.1 and being accredited in the training subjects, and displaying satisfactory attendance and performance history.

Works - will progress to Level 5.2 dependent on satisfactory completion of training and satisfactory attendance and performance history and 12 months experience at 5.1.

Progress to 5.3 is dependent upon satisfactory attendance and performance history and 12 months experience at 5.2.

Harvesting - Plantations

as for "Works".

Harvesting - Native Forests

Progress to levels as determined by position evaluation, after 12 months experience at 5.1, satisfactory completion of training and satisfactory attendance and performance history.

## Promotional Criteria

An employee remains at this level until capable of effectively performing through assessment or appropriate certification the tasks required of the next level so as to enable progress as a position becomes available.

Promotion to levels above 5 on merit principle in all cases.

**LEVEL 6**

Responsibility Will be as determined by position description.

Promotional Criteria Promotion within Level 6 on merit principle in all cases.

An employee at level 6 may be graded to a higher position within this classification than their generic level as indicated in Appendix 4 by evaluation of their position description.

**APPENDIX 4**

**FIELDWORKER CLASSIFICATIONS**

**(does not include Research, Nurseries or Mechanical Trades Staff)**

Level	Job Title and Competencies Required		Responsibility	Notes
	Compulsory	Job Specific		
1.	Employee Induction 1	Survey (Road & Precision) Field Hand Chemical Handling Boat (River) Skills Crane Chaser	Level 1 & 2: Workers will generally work under direct supervision (see Appendix 3 )	1. Employee Induction Process within 7 days
2.	Employee Development 2	Fire Tower Operator First Aid(Accredited) Tree Disease 4 Noxious Plants 4		Employee Induction Program within 6 months, and must include: - WH&S (Level 1) - Fire fighter (Level 1)
3.1 3	Level 1 & 2 Plus: 4WD Operator (Light) Pump & Foam Chainsaw Crosscut(Level 1) and/or Simple Tree Felling (Level 2) OR Brushcutter and job specific	Noxious Animals 4 Generators, Mowers, Power  Tools, Herbicide  Sprayers/  Applicators, Nursery Implements, Tar Sprays, compressor, jack hammer, wacka packa, etc. Flora or Wildlife Identification & Survey Techniques5 Hand Tool Work, eg: pipe laying, sump cleaning, scrubbing Tallyman, Prescribed Burning	Level 3.1: (see Appendix 3 )	- First Aid (Non-Accredited) - Aircraft Awareness - Environmental Care - Basic Communication - Backcare  2. Employee Development within 18 months and must include: - 4WD (Light) - Pumps and Foam - Chainsaw Crosscut (Level 1) / Simple Tree Felling (Level 2), OR Brushcutter

		<p>- SPD SPECIFIC (for those in plantation works gangs) must have:</p> <ul style="list-style-type: none"> <li>- Select Trees, Pruning from Ground or Ladder, Planting, Chemical Handling (as appropriate to fertilising and application of herbicides by hand and mechanical means)</li> </ul> <p>SPD Specific - additional silvicultural competencies,</p> <ul style="list-style-type: none"> <li>- Fertilising by hand or machine</li> <li>- Release trees/control weeds</li> <li>- Conduct non-commercial thinning operations</li> <li>- Tree selection, marking &amp; tracking for harvesting (minor instruments, no FS&amp;W accreditation &amp; no inventory work)</li> </ul> <p>Pine Seed Orchard Field Hand</p>		<p>3. At the discretion of the Workplace Manager, a Field Worker may be graded 3.1 without meeting ALL the compulsory competencies.</p> <p>4. Simple Identification and Control</p> <p>5. Non-Accredited</p> <p>6. 3.2 Co-ordinator position is used as HDA when regular supervisor is absent for periods of less than 1 day.</p> <p>If supervisor is frequently absent from the job site for periods of less than 1 day on a regular basis, the position should be permanent 3.2 (with Basic Supervisor Training).</p>
3.2	<p>Level 3.1 Plus:</p> <ul style="list-style-type: none"> <li>• Map Reading</li> <li>• Knowledge &amp; understanding of relevant Forest Practices Codes OR Level 3.1. Plus Chainsaw Advanced (Level 3)</li> </ul>		<p>Level 3.2: Intermittently responsible for provision of the co-ordination of work performed by a small group and on-the-job training (non-accredited) for that group.6</p>	<p>7. With FS&amp;W accreditation, inventory work &amp; complex instruments required.</p> <p>8. Requires LR Licence only.</p> <p>9. Some require MR Licence and FS&amp;W Rooding (Operator)</p> <ul style="list-style-type: none"> <li>- All require Environmental Awareness (operator)</li> </ul>

4.1	Level 3.1 Plus any of the job specific competencies.	<ul style="list-style-type: none"> <li>- Map Reading</li> <li>- Tree Marking and Tracking<sup>7</sup></li> <li>- Planting Machine</li> <li>- Light Truck 8</li> <li>- Fork Lift</li> <li>- Incendiary Machine Operator</li> <li>- FLIR Operator Plantations</li> <li>Flora or Wildlife Identification and survey techniques (accredited)</li> <li>Forest Plotting</li> <li>Marvl Inventory</li> <li>4WD Heavy</li> </ul>	Level 4.1: (See Appendix 3) Application of relevant Forest Practices Code.	<ul style="list-style-type: none"> <li>- Includes towed implements, trailers and powered implements/ attachments.</li> </ul>
4.2	Level 3.1 Plus Operator, any of 9 Fire Tanker 10, Single Axle Truck, 2 or 4WD Tractor, FE Loader, Self-propelled Road Roller, S.O.F.T. Truck, Truck + HIAB, Fuel Truck 11, Bobcat Carpenter/ tradesman Storeman (no fuel issue)	Native Forests: Flora or Wildlife Identification & survey techniques(accredited) Tree measurement, growth plot establishment, measurement & maintenance.	Level 4.2: As for 4.1	<ul style="list-style-type: none"> <li>10. Requires map reading</li> <li>11. Dangerous goods licence as appropriate</li> <li>12. All require FS &amp; W, roading (operator)</li> </ul>
4.3	Level 3.1 + Operator 12: any of Grader, All Bulldozers, Scrapers, Excavator, Backhoe, 140 HP + 4WD Tractor, 4WD Tractor with herbicide application 13, Bogie drive Truck 14, Traxcavator Storeman (with fuel issue).	Note 9.	Level 4.3: As for 4.1	<ul style="list-style-type: none"> <li>13. Includes operation and maintenance of application equipment and chemical mixing, handling and security.</li> <li>14. Requires HR Licence</li> </ul>
4.4	Co-ordinator 15 4.1 or 4.2 or 4.3 plus Basic Supervisor Skills, Map Reading, FS&W, Roothing (Supervisor), Fire Fighter  Level 2 (crew leader) 16  Low Loader Driver 17		Level 4.4: As for 4.1 plus to ensure application of relevant Forest Practices Codes. Co- ordinate work and/or other Level 4 Forestry Field Workers AND conduct on-the-job training (non-accredited) as required.	<ul style="list-style-type: none"> <li>15. Co-ordinator position is used as HDA when regular Supervisor is absent for periods of less than 1 day. If Supervisor is frequently absent from the job site for periods of less than 1 day on a regular basis, the position should be permanent 4.4.</li> </ul>

					<p>16. Lower graded employees are paid a higher duties allowance of 4.4for fire crew leader duties.</p> <p>17. Requires HC Licence which authorises float driving or towing trailer over 9 tonnes gross mass.</p>
5.1 23	NFD, SPD & HPD			Closely Supervised to ensure application of relevant Forest Practice Codes	<p>General: (Level 5) All include job specific competencies. 17 (a) Works: - plantation establishment, tending &amp; maintenance - general construction, maintenance &amp; protection - Road &amp; precision survey - Inventory (SPD) 18 Entry Level, training must occur within 12 months in: - Fire fighter Level 2 (crew leader) - Basic Computer - Map Reading - Supervisor Skills (advanced - job management skills) - FS&amp;W, harvest or roads (op &amp; sup) - Incident Control System Familiarisation - Workplace Assessor(Non-accredited) - WH&amp;S (Level 2) - Environmental Awareness (Supervisor)</p>
	Compulsory				
	Harvesting 3.1 + 18	Works17 (a) 3.1 + 18	Rangers 3.1 + 19 Recreation Facilities Maintenance		
					<p>19. Basic Communication skills - Recreation Facilities Maintenance</p>



	NFD, SPD & Hardwood Plantations Division				
	Compulsory				
5.2	Harvesting  5.1 Plus FS&W, Harvesting (Operator & Supervisor) 21	Works  5.1 Plus plantation works (20 & 21)  5.1 Plus FS&W Roads  (Operator & Supervisor) for Road Construction & Maintenance Supervisor (20 & 21)  5.1 Plus Noxious Animal and/ or Weed Control. Management 22	Rangers Noxious Animal Management and /or Weed Management	Generally Supervised •To ensure application of relevant Forest Practices Codes • Survey Aboriginal Cultural Heritage sites within the Region in line with legislative requirements for the purpose of planning, identification, protection and recommending management practices	20. Supervise Minor Works Operations.  21. Developmental Level (refer Appendix 3).  22. Noxious Animal and/or Weed Control  Management does not progress to 5.3.  23. Aboriginal Cultural Heritage Officer positions are designed at three levels i.e. Level 1 (Entry Level), Level 2 & Level 3. Level 1 can be appointed in the range 5.1 to 5.3 depending on knowledge, skills, experience and responsibility.  Aboriginal Cultural Heritage Officers at Level 5 are able to identify and report on Aboriginal sites and assist in the development of management options to protect those sites.
	NFD, SPD & Hardwood Plantations Division				
	Compulsory				
5.3	Harvesting (24)	Works (24)	Rangers Education and Community Liaison (25)	Broadly Supervised To ensure application of relevant Forest Practices Codes	24. Can supervise several Works Operations. Can supervise minor Harvesting Operations.
					25. Advanced Communications, Presentations Skills, Customer Service.

	Compulsory	Job Specific		
6.1	<p>Native Forests Division</p> <p>SFO 26 Supervisor Flora &amp; Fauna survey. Supervisor Inventory team.</p>		See schedule 2.	<p>26. SFO - Cypress &amp; Red Gum products</p> <p>27. SFO- all other native products Lower graded employees are paid a higher duties allowance to 6.1 for sector boss work.</p>
6.2	<p>Native Forests Division SFO 27</p> <p>Softwood Plantations Division Harvesting Operation/ Merchandising Supervisor 28</p>		<p>See schedule 2. In addition to the duties of the Level. 1 ACHO position, assists in developing and implementing training/information programs &amp; sessions on Aboriginal Cultural Heritage issues, including general awareness and more detailed training in specific aspects. Survey Aboriginal</p> <p>Cultural Heritage sites within the Region in line with legislative requirements for the purpose of planning, identification, protection and recommending management practices.</p> <p>Monitor Aboriginal sites within native forest areas managed by Forests NSW and this may also include plantations, and in some Instances private property where</p> <p>Forests NSW enters into joint management arrangements.</p>	<p>28. Supervises one or more harvesting operations with product segregation, compliance with Code and Harvesting Plan, planning assistance and day- to-day organisational responsibilities.</p> <p>29. Program coordinator. Can supervise other supervisors from level 5 or 6 In addition to Level 5 criteria, Level 2 ACHO's at Level 6.2 are able to develop co-management projects on State forests, resolve conflict with stakeholder groups and train Forests NSW' staff and Aboriginal community groups in cultural heritage issues</p>

			See Appendix 3.	30. Proceed to level 6.3 with a minimum of 2 years experience with satisfactory performance at 6.2 AND responsible for complex operational procedures AND works basically unsupervised.
6.3	Softwood Plantations &			31 Can supervise
	Native Forests Divisions Works, road construction and maintenance programs co-ordination 29  Native Forests Division Supervising Forest Officer 30			other supervisors at level 5 or 6. 32. Forestry Field Workers at this level may also fill positions with a high degree of specialised technical skill.
6.4 31 &  32	Native Forests & Softwood Plantations Divisions  Harvesting, Merchandising or Harvest Planning Program Coordinator Native Forests Division SFO Coordinator or Planning Assistant		See schedule 2 ACHO Level 3 Participation in  Aboriginal Heritage Committees at Regional and Corporate levels. Contribute to the development of forest co-management and/or joint venture management agreements between Forests NSW and the Aboriginal communities.	There will generally be no more than 1 ACHO Level 3 in each Region but be responsible for similar duties But is responsible for Maintaining and regulate the Aboriginal Site database and oversight the duties and responsibilities of the Level 2 & 1 ACHO. In addition must Develop, organise and run training /information Programs /sessions on Aboriginal Cultural Heritage issues, including general awareness and more detailed training in specific aspects.

## APPENDIX 5

## MECHANICAL &amp; RADIO SERVICES

## MECHANICAL TRADES CLASSIFICATIONS

Skill Level	Wage Points	Responsibility	Skills	Knowledge
Mechanical Tradesperson Grade 1	FW 4.3	Works under routine supervision either individually or in a team environment	Perform tasks and processes of a trades standard under general supervision either individually or in a team environment. Ability to read and interpret technical manuals, drawings and basic schematic diagrams. Undertakes all tasks incidental to their general work.	Trades Certificate or equivalent in an appropriate mechanical trade and holds an MVRIC Tradesman's Certificate.  Basic knowledge of WH&S matters Sufficient to ensure performance of routine tasks.
Grade 1A	FW 4.4		As for 4.3 together with one additional post-trade qualification appropriate to the specific work environment.	As for 4.3 together with one post trade qualification from the areas in 5.1
Mechanical Tradesperson Grade 2	FW 5.1	Works under limited supervision either individually or in a team environment	Holds a trades certificate, at least one relevant post-trades qualification(or equivalent) which can be fully utilised in the work environment. Has a minimum of 12 months experience in an appropriate work environment.  Able to demonstrate abilities and a capacity for working efficiently on relevant tasks and processes under general supervision. Ability to exercise diagnostic skills suitable for performing routine maintenance and repair functions. Undertakes all tasks incidental to their general work.	As for 4.4 together with a post trade qualification, necessary licences and at least 12 months experience in at least one of the following areas: Heavy Vehicle Maintenance General vehicle maintenance Earthmoving

			<p>Holds a trades certificate, at least three relevant post-trades qualification (or equivalent) which can be fully utilised in the work environment.</p> <p>Has a minimum of 2 years experience in an appropriate work environment. Able to carry out tasks and processes to a high standard of quality, efficiently and with only general guidance. Ability to read and interpret complex</p>	<p>Equipment Maintenance Air-conditioning Maintenance Hydraulics Welding (gas, arc, MIG&amp; TIG) Fitting and Machining Auto-Electrical</p>
		Works under		
Mechanical Tradesperson Grade 3	FW 5.2	general guidance either individually or in a team environment	<p>technical manuals, drawings and schematic diagrams and exercise advanced diagnostic skills in all technical areas.</p> <p>Undertakes all tasks incidental to their general work.</p> <p>Capable of providing trade guidance and assistance to other members of a work team.</p>	<p>As for 5.1 together with three relevant post trade qualifications or equivalent, necessary licences and at least 2 years experience in at least three of the above areas.</p> <p>In depth knowledge and understanding of systems and equipment involved in at least four of the areas described for 5.1.</p> <p>Knowledge of WH&amp;S techniques, legislation and work practices appropriate to all work undertaken at this level.</p> <p>Understanding of the principles and practices involved in quality control</p> <p>As for 5.2 together with an in-depth knowledge and understanding of all aspects</p>
Mechanical Tradesperson Grade 4	FW 5.3	Works under general guidance either individually or in a team environment	<p>As for 5.2 with at least four relevant post-trade qualifications (or equivalent) which can be fully utilised in the work environment. Able to complete a wide range of complex tasks and processes to a high standard of quality, efficiently and with only general guidance.</p> <p>Capable of providing trade guidance and assistance to other members of a work team.</p> <p>Exercises advanced diagnostic skills in all technical areas. Capable of carrying out the requirements of RTA inspections</p>	

				of systems and equipment regularly encounter in the job, including those areas described in 5.1 Qualifications and experience suitable for obtaining an RTA Examiner's Licence for all equipment operated by Forests NSW
			As for 5.3 while also	
Progression to Level 6 is my merit for an advertised vacancy only				
Mechanical  Trades Team  Leader	FW  6.1	general guidance  in technical areas and routine supervision for job control functions.	of and provision of trade guidance and assistance to other members of a work team. Carry out limited administrative functions including job allocation to others, dealing with customers, job time and cost control	As for 5.3 together with full understanding of the principles and practices of supervision and a good general understanding of all technical aspects of workshop operations.
		Works under	As for 5.3 while also responsible for supervision	
Mechanical  Trades	FW  6.2	general guidance  in technical areas and limited supervision for administrative and financial functions.	and technical control of a small annex at a location remote from the main workshop(includes one-man annexes). Provide supervision and technical guidance to other members of a work team of up to two permanent members. Assist manager with administrative	As for 5.3 together with full understanding of the principles and practices of supervision and a good general knowledge and understanding of all technical

Supervisor Grade 1			functions such as: detailed job time and cost control, preparation of quotations, liaison with customers, inventory control, purchasing.	aspects of workshop operations. Understanding of principles and practices involved in job control and technical administration.
			As for 5.3 while also responsible for supervision of and provision of technical guidance to all workshop staff (work teams will consist of three or more staff). Independently responsible for controlling all aspects of day- to-day operations of a substantial work team. Provide administrative functions in support of the workshop manager such as: job time and cost control, preparation of quotations, liaison with customers, inventory control, purchasing.	
Mechanical	FW	Works under general guidance in technical and administrative areas and limited supervision for financial functions.		
Trades Supervisor Grade 2	6.3		Assist Manager in planning & financial areas (for both workshop & annex locations) including: overhead expenditure control, budget preparation, routine reporting, detailed job and staff planning, stores requirements, asset control.	As for 5.3 together with full understanding of the principles and practices of supervision and a good general knowledge and understanding of all technical aspects of workshop operations. Full understanding of principles and practices involved in job control and technical administration. Good understanding of financial and general administrative policy and requirements.

## APPENDIX 6

### APPRENTICES

#### WORKSHOPS & NURSERIES

(i) Wage Rates

As a percentage of Fieldworker Grade 4.3

1st Year - 42%

2nd Year - 55%

3rd Year - 75%

4th Year - 88%

Adult apprenticeship rates (Workshops only)

Adult Apprentices as a percentage of Fieldworker Grade 4.3:

1st Year - 78%

2nd Year - 83%

3rd Year - 86%

4th Year - 90%

(ii) Apprentice Training

When required to attend block release at a location where it is not practical to return home daily, the cost of public transport, accommodation, meal and incidental expenses will be reimbursed.

Travel to and from block release or single day attendance, outside normal working hours, will be reimbursed at single time rates.

For single day attendance where fares are in excess of those incurred in travelling to and from their normal place of work, apprentices will be reimbursed fares based on public transport rates.

## APPENDIX 7

### FOREST RESEARCH AND DEVELOPMENT CLASSIFICATIONS

Level	Job Title & Competencies Required		Responsibility	Notes
	Compulsory	Job Specific		
3.1 1 3.2	General knowledge of forest management practices.  Basic map reading 2 Competence in precision measurement. Understanding of sampling procedures.  Drivers licence. 4WD operator.	Planting  Fertilising Herbicide application Safety awareness Fire fighting	3.1 Work closely supervised. 3.2 Work with general supervision.	1. General entry level for R&DD duties with one annual progression based on satisfactory performance. 2. Ability to read road maps, interpret plot layout diagrams
4.43	Advanced map reading /interpretation.4 Establish, measure and monitor field experiments. Basic problem solving/assessment.	In at least 3 of following: Flora and/or Wildlife Id. and Survey Techniques Tree and Growth Plot M'ment Growth plot est'ment	As per 3.2 plus Ability to work individually under general supervision and ability to supervise others in the operation of research equipment	3. Entry based on demonstrated competency at 3.2 4. Detailed understanding



<p>5.3 7</p>	<p>Basic computer skills. Research equipment usage/ maintenance. Ability to plan the methods and the order in which tasks are to be completed.</p> <p>Understanding of research approach &amp; application scientific of method. Advanced problem-solving skills (ability to assist in the design of research trials and plan for contingencies). Decision making ability.</p> <p>Data entry ability, produce data summaries, report writing ability. Financial management skills Strong interpersonal and communication skills.</p>	<p>&amp; maint. Methods of application of trial treatments as required. Ability to operate research equipment such as clinometer, compass, height stick, bark gauge. MARVL inventory Adv.</p> <p>skill in physical or data sampling &amp; storage procedures.5 Operate &amp; maintain relevant equipment 6</p> <p>Competency in at a least 6 of the following: Data mgt/quality control Ability to check &amp; process initial data. Techniques which ensure a quality outcome of the job undertaken.</p> <p>Basic knowledge of sources of error and bias. Strong reporting ability 8 Advanced flora/ fauna identification 9</p> <p>Ability to conduct specialised surveys 10</p> <p>Capacity to supervise several research gangs and be responsible for large data sets captured in the field. Operate, monitor and service a wide variety of plant and equipment 11. Relevant Trades Certificate as required.</p>	<p>and in research activities.</p> <p>as per 4.4 plus Work unsupervised, supervise other staff and minor contractors.</p>	<p>of topographic maps, able to precisely locate boundaries and draw detailed locality and plot layout maps.</p> <p>5. Biological, water, soils or site information. 6. Chainsaw certificate, data loggers, dendrometer, meteorological stations, GPS etc. 7. One level with entry based on demonstrated competency at Level 4.4.</p> <p>8. Accurate, timely and reliable reports on research trials including recommend for future trials concerning research trials including recommen. for future trials.</p> <p>9 Awareness and understanding of botanical/ fauna referencing and procedures involved in collecting and lodging voucher</p>
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<p>6.4 12</p>	<p>A well developed knowledge of the particular scientific discipline in which the position functions 13.</p> <p>Highly developed problem solving skills 14.</p> <p>Highly developed ability to plan and supervise work 15.</p>	<p>At least three of the following:                  Highly effective interpersonal and communication skills.                  Establish and maintain contacts with foresters, managers or relevant external agencies/clients.</p> <p>Advanced computer skills in Word and Excel. Understanding of GIS operation.</p> <p>Advanced keyboard and electronic data capture 16.</p> <p>Advanced technical report writing 17.</p> <p>Soil assessment and characterisation and reporting to regulator 18</p>	<p>As per 5.3 plus                  Responsible for a high degree of efficiency, precision and accuracy in all work performed.</p>	<p>material (tissue, specimen, spoor etc.).                  10. surveys conducted that incorporate an understanding of customer specification and the planning and implementation of these surveys.                  11. Data loggers, dendrometers, anabat etc.                  12. Entry based on demonstrated competency at Lvl 5.3.</p> <p>13. Generally gained through extensive experience working in that discipline/</p> <p>14. Ability to overview experiments, machinery or operating systems to diagnose any faults and remedy faults.                  15 Requires well-developed logistical skills to enable efficient use of employees, materials and time.</p> <p>Requires an ability to adopt contingency planning.</p>
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				16 Supervision of research data entry, analysis and manipulation of such data.
				17. such as reports that may require specialist representation in court or reports to a Regulatory agency as the basis for compliance to a licence.
				18. such as Regolith soils work for EPA licence.

## APPENDIX 8

### GRIEVANCE & DISPUTE RESOLUTION PROCEDURES

Forests NSW is committed to delivering an equitable and productive work environment. The following grievance and dispute resolution procedures aim to effectively deal with employees work-related concerns and grievances by creating and sustaining a workplace environment that values employees and deals with work-related concerns promptly, impartially, fairly and with the utmost confidentiality.

All employees and managers are encouraged to be aware of their responsibility/obligation to recognise and address grievances and disputes within their workplace in accordance with the following guidelines in order to ensure Forests NSW remains a fair, equitable and professional workplace.

Grievance:

A "grievance" is a clear statement by an individual employee of a work-related problem, concern, complaint or difficulty. Grievances can range from the very minor and easy to resolve to the extremely serious, which may involve formal disciplinary action; eg:

John may feel he has a grievance because he has been overlooked when it comes to training opportunities, whereas other employees in his Division have had multiple opportunities to undertake training.

Kathryn may feel she has a grievance because of being denied recreation leave, while others in her work area have no trouble getting away for a holiday.

Grievances can involve:

interpretation and application of management policies

lack of workplace communication of work-related issues

interpersonal conflict (eg: between employees, or between an employee and supervisor)

## Work Health and Safety issues

alleged discrimination within the meaning of the Anti-Discrimination Act 1977 (racial, sexual, or on the basis of a disability)

problems in understanding or interpreting an Award or enterprise agreement

work environment problems (eg: lighting, heating, office equipment)

Appeals against decisions

## Dispute:

A "dispute" is a complaint, concern or difficulty, which can affect an individual employee, but more commonly involves a group of employees; eg:

A decision which changes the working conditions of a group of employees within a given work area.

If I have a grievance/dispute, whom can I go to for assistance?

The majority of concerns or problems raised by Forests NSW employees are resolved at an informal level, before they become formal grievances or disputes. Most are resolved by discussions between the parties, or with the supervisor or decision-making area. Clarifying a problem with an independent person can often put it in perspective, and may even lead to alternatives that can resolve the situation before it becomes necessary to lodge a grievance/ dispute. In other circumstances, lodging a grievance/dispute may be the only way to resolve the situation.

As far as possible, both management and employees should attempt to resolve grievances/disputes within the area in which they first arise. Any attempts at resolution should start with the employee's direct supervisor. It is the role of the immediate supervisor to listen objectively, gather relevant facts and act in a prompt, professional and fair manner, without bias. The supervisor should follow up to ensure that appropriate action is taken to resolve the grievance/dispute and that the cause of the grievance/dispute is properly addressed. The objective of the grievance/dispute handling procedure, particularly at the level where it originated, is to find an acceptable solution.

From an employee's perspective, all employees have the right to be supported in pursuing and achieving grievance/dispute resolution. Employees can elect to have an observer (friend or interpreter) present during discussions with their supervisor. If they are a Union member, the employee may elect to have a Union delegate to accompany them during the discussions. The observer (friend/interpreter) does not have a right to participate in the discussions.

Will this process be confidential?

Yes.

The grievance/dispute will not be discussed by the supervisor with any other employee without permission being granted by the concerned employee. Any necessary discussion of the grievance/dispute among relevant managers will remain strictly confidential, as required under the *Privacy and Personal Information Protection Act 1998*.

Who else can I contact for help?

Your local Business Manager, Human Resources Operations Manager, or Director

Your local Spokeswoman

Manager Work Health, Safety and Rehabilitation

Workplace Union Representatives/Delegates

Union/Employee Associations -

AWU

AWU Greater NSW Branch

AWU Newcastle Central & Northern Branch

AWU Port Kembla & Southern Branch

AMWU

Industrial Relations Commission of NSW

(only accessed through the Union - including the GREAT jurisdiction from July 2010 unless an Unfair Dismissal Claim)

Department of Premier and Cabinet - NSW

NSW Ombudsman

Independent Commission Against Corruption (ICAC)

Lodging a Grievance/Dispute - Forests NSW Grievance Receivers

Grievance Receivers - can be any supervisor or manager. It is their role to listen to your grievance/dispute, gather information, offer counsel and advice and explore whether further assistance is required.

Forests NSW Grievance Receivers include, apart from supervisors:

Directors, all Divisions

Corporate and Divisional HR Managers and Business Managers

Branch Managers

Regional Managers

The Rights of Employees Involved in a Grievance/Dispute Process

Confidentiality - employees involved in a grievance/dispute process have the right to have that process remain confidential.

A fast resolution - most minor grievances can be resolved relatively quickly. Obviously, more complex ones will take longer. In general, grievances/disputes should be dealt with as quickly as possible.

The employee should be aware that if they make a complaint against an individual, that person will be informed of the complaint (unless there are special circumstances) and that an investigation will take place. If the employee's name is disclosed, the person will be cautioned against any comments or actions that may be perceived to be victimisation.

No action can be taken without the employees consent, except in specific, serious circumstances.

A fair, impartial process, free from victimisation - employees involved in a grievance/dispute have a right to fair and impartial treatment. Victimisation of any sort will be the subject of disciplinary action.

There must be no suggestion of bias or preferential treatment and all parties involved must be aware of their rights and responsibilities in the process and all actions that are to be taken must be discussed with the employees involved.

A mechanism for the review or appeal of the outcome of the formal process - if an employee is dissatisfied with the way in which the grievance process was conducted, or with its outcome, the employee may take the matter elsewhere, either within Forests NSW or to an external organisation.

Can a Grievance/Dispute be Withdrawn?

A grievance/dispute can be withdrawn at any time, either verbally for an informal grievance, or by written request if the employee lodged a formal grievance/dispute. Withdrawal of a grievance will not prevent other people raising a grievance of their own in relation to the matter, if they believe that they have not had the opportunity to respond appropriately. Grievance Receivers may also decide to continue their investigation where they believe disciplinary action may be warranted.

## **APPENDIX 9**

### **FORESTS NSW**

#### **EQUITY POLICY**

Forests NSW values equity and is an Equal Employment Opportunity employer.

It embraces the principle of diversity and seeks to recognise and benefit from the ideas and different ways of working and decision-making which are afforded by a diverse workforce. The organisation believes that the principles of equity and EEO must be ingrained in the development and implementation of all policies and practices.

General Managers, Managers and Supervisors, in exercising discretionary powers, must ensure that only relevant facts and the merits of each particular case are considered. The rules of natural justice provide a right to people significantly affected by a decision to put forward their case and for the decision to be made impartially.

Through its policies and practices Forests NSW will implement the following principles:

- fair practices in the workplace
- management decisions without bias
- recognition and respect for social/cultural backgrounds of staff and clients
- recruitment and/or promotion of the 'best' person
- staff training and development linked to both employee and client needs
- a workplace free of harassment and discrimination
- fair implementation of benefits and conditions of employment
- access to flexible work practices
- access to a grievance resolution process

Forests NSW EEO strategies aim to redress past disadvantage by improving employment outcomes for women, Aboriginal and Torres Strait Islander people, people from minority racial, ethnic or ethno-religious groups and people with disabilities. These aims will be formally published in 3-year EEO Management Plans and will include nomination of direct accountabilities.

## Responsibilities

All Forests NSW people must:

- respect cultural and social diversity among colleagues and clients
- recognise the skills and talents of other colleagues
- ensure staff selection and promotion on merit
- provide career paths in structures
- ensure fair access for all staff to appropriate benefits and conditions
- commit to and actively promote a harassment and discrimination-free workplace
- ensure access to grievance resolution processes
- provide adequate information to assist staff in carrying out their duties
- be fair in implementing initiatives such as higher duties opportunities
- work to full capacity
- promote and use flexible work arrangements where practical.

## **APPENDIX 10**

### **ALCOHOL AND OTHER DRUGS POLICY**

#### **RATIONALE**

Forests NSW endeavours to ensure that an employee's use of either alcohol or drugs does not impair the safe and efficient running of the organisation, the health of all employees or the damage of either equipment or property.

However, Forests NSW recognises that alcohol and drug dependencies are illnesses and will provide support to any employee who honestly endeavours to overcome such illnesses.

#### **SUPERVISOR'S RESPONSIBILITIES**

Supervisor's and managers are responsible for ensuring that instances of proven drug or alcohol misuse at work are dealt with. Any investigation must be handled in both a sympathetic and confidential manner.

However, ultimately, supervisors and managers are responsible for ensuring that either the employee concerned or other employees are not put to a safety or health risk at work because of alcohol or drug abuse.

#### **How Do You Establish That A Problem Exists?**

It is important to be aware that the misuse of drugs or alcohol by employees may come to light in various ways. The following characteristics, especially when arising in combinations, may indicate the presence of an alcohol or drug-related problem. However it is important to note that these characteristics can occur for other reasons. For example, some individuals can experience temporary physical reactions to legally prescribed medications. Employees should liaise with their supervisors in these circumstances:

- Absenteeism - regular instances of unauthorised leave
- Frequent unplanned Friday and/or Monday absences

- Regular lateness, especially when returning from lunch
- Strange and increasingly suspicious reasons for absences
- Accident Levels - high level of minor accidents at work, or home
- Work Performance - difficulty in concentration
- Problems with remembering instructions
- Problems with remembering own mistakes
- Individual tasks take more time than usual
- Mood Swings - irritability
- Depression
- Confusion

#### How Do You Treat the Problem ?

In some instances employees themselves may seek help and advice from their supervisor or manager.

Where the employee acknowledges that they have a drug or alcohol dependency that is affecting their performance at work they should be given help and support on the understanding that:-

Whilst they are undergoing treatment they will be granted available accrued sick leave and will be entitled to the usual sick pay benefits.

Every effort should be made to ensure that on completion of any recovery/treatment program employees are able to return to the same or equivalent work.

If a supervisor or manager suspects that an employee may have a drug or alcohol dependency and that it is affecting their work performance, or placing the employee or others at risk, and the employee has not come forward of their own volition the procedures outlined in Forests NSW Safety Standards Manual, "Alcohol and Other Drugs in the Workplace" should be put into practice.

Where an employee, having received treatment, suffers a relapse Forests NSW will consider the case on its individual merits. Medical advice will be sought in an attempt to ascertain how much treatment/rehabilitation is likely to be required for a full recovery. At a manager's discretion more treatment or rehabilitation time may be granted in order to help the employee recover fully.

#### Employee Assistance

Forests NSW has an employee assistance program that provides an avenue for employees to obtain confidential counselling about any problem. This service may be used by employees to obtain advice on treatment and counselling for illness & related problems, including referral to community-based specialist support services where appropriate. The initial counselling session is at no cost to the employee. Details of this confidential service can be obtained from your Supervisor or Human Resources. The free call number for this service is 1800 337 068.

#### Consumption of Alcohol or Abuse/Use of Illegal Drugs on Forests' NSW Property/Premises

Employees are expressly forbidden to consume alcohol whilst working. Any breach of this policy will result in disciplinary action.

Employees who partake of drugs which have not been legally prescribed on medical grounds will, in the absence of mitigating circumstances, be deemed to be committing an act of gross misconduct and will thus



render themselves open to disciplinary action (up to and including dismissal) as will any employee proven to be possessing, buying, selling or cultivating unlawful drugs on Forests NSW property/premises.

If an employee is known to be, or strongly suspected of being, intoxicated by alcohol or drugs during working hours and they are incapable of carrying out their normal duties in a safe and efficient manner arrangements must be made for the employee to be escorted from Forests NSW property/premises immediately. Refer to Forests NSW Safety Standards Manual.

#### Engagement of Contractors

Contractors or consultants working for Forests NSW must be advised of this Alcohol and Other Drugs Policy and adhere to the policy whenever they work on Forests NSW property/premises as must their employees.

C.G. STAFF J

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES -  
MUSEUM OF APPLIED ARTS AND SCIENCES ELECTRICAL  
PREPARATORS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 229 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

**REVIEWED AWARD**

**Index**

PART A

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PART B

MONETARY RATES

Table 1 - Rates of Pay

**PART A**

**1. Title**

- 1.1 This Award shall be known as the "Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) - Museum of Applied Arts and Sciences Electrical Preparators Award .

**2. Parties**

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

The Director-General, Department of Premier and Cabinet

Electrical Trades Union of Australia, NSW Branch

### 3. Definitions

"Act" means the *Public Sector Employment and Management Act 2002*.

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

"Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services.

"Department Head" means the Director-General of the NSW Department of Trade and Investment, Regional Infrastructure and Services.

"Director - General" means the Director-General of the Department of Premier and Cabinet.

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

"Staff" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, 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 or employed in one of such positions.

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

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

### 4. Intention

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

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

### 5. Wage Rates

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

5.2 These rates will move in accordance with the Crown Employees Wages Staff (Rates of Pay) Award 2011 as varied or any replacement award.

### 6. General Conditions of Employment

6.1 Conditions of employment are regulated by the *Public Sector Employment and Management Act 2002* and its Regulations.

6.2 Conditions provided by this Award are:

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

6.2.2 All allowances previously paid to staff covered by this Award, including the Licence Allowance, Tool Allowance and Leading Hand Allowance, are to be rolled into salary.

6.2.3 As from the date of effect of this Award, staff covered by this Award shall not be required to provide their own tools.

6.2.4 Employees will be entitled to an additional holiday on a working day nominated by the Director within the period between Boxing Day and New Year's Day. This holiday applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award.

6.3 Conditions provided by other Awards

6.3.1 Conditions of employment not regulated by this clause shall be covered by the Crown Employees (Skilled Trades) Award except for Overtime, Travelling Compensation and Excess Travelling Time for which provisions of the Conditions Award shall apply and;

6.3.2 Any other conditions not regulated by this Award or the Crown Employees (Skilled Trades) Award shall be provided by the Conditions Award as varied.

6.4 Where there is any inconsistency between this Award, the Crown Employees (Skilled Trades Award and the Conditions Award this Award shall prevail to the extent of the inconsistency.

6.5 Flexible Working Hours

Flexible Working Hours: The Museum of Applied Arts and Sciences Flexible Working Hours Agreement of 1999 shall govern the employees covered under this award in terms of the hours of duty and flexible working hours

6.6 Union deduction

Subject to a staff member making written authorisation, the Department shall deduct from the staff member's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

## 7. Consultative Committee

7.1 The Museum of Applied Arts and Sciences ETU/Management Consultative Committee shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Director of the Museum of Applied Arts and Sciences with regard to any matters regarding the implementation of this Award.

7.2 The ETU/Management Consultative Committee shall consist of representatives of management and representatives of the unions which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.

7.3 Should the parties to the ETU/Management Consultative Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in Clause 8 will be followed.

## 8. Grievance and Disputes Settling Procedures

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

8.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

8.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

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

## 9. Classification Standards

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

## 10. Anti-Discrimination

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

- 10.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct discriminatory effect.
- 10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 Nothing in this Clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
  - (d) A party to this Award from pursuing or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 10.5 This Clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and staff members may also be subject to Commonwealth anti-discrimination legislation.
  - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **11. Area Incidence and Duration**

- 11.1 This Award applies to all staff of the Museum of Applied Arts and Sciences who are currently employed in the classifications defined in Part B, Table 1 of the Crown Employees (Skilled Trades) Award.
- 11.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 March 2012.
- 11.3 Changes made to this award subsequent to it first being published on 14 March 2008 (365 I.G. 75) have been incorporated into this award as part of the review.
- 11.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

### **12. Savings and Rights**

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

**PART B****MONETARY RATES****Table 1 - Rates of Pay****Rates of pay effective 1 July 2011**

	Pay Rates 1/7/2011 \$
Grade 1	
1st Year	53,000
2nd Year	54,416
3rd Year	55,940
Grade 2	
1st Year	58,060
2nd Year	60,329
Senior Electrical Preparator	
Grade 1	
1st Year	62,814
2nd Year	63,959

(NB Rates were adjusted in the Crown Employees Wages Staff (Rates of Pay) Award 2011, made in the Industrial Relations Commission of NSW on 7 February 2012. Not yet published in the NSW Industrial Gazette.)

C. G. STAFF J.

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)  
FISHERIES STAFF AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 233 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

**REVIEWED AWARD**

**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties to the Award
3.	Definitions
4.	Salaries
5.	Allowances and Loadings
6.	Hours of Work and Working Hours Arrangements
7.	Housing
8.	Family and Community Service Leave
9.	Consultative Arrangements
10.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
11.	Working From Home
12.	Work and Family Issues
13.	Grievance and Dispute Settling Procedures
14.	Anti Discrimination
15.	Deduction of Union Membership Fees
16.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2- Other Rates and Allowances

Attachment A - Fisheries Technician Classification -  
Competency Standards

Attachment B - Fisheries Officer Classification -Competency  
Standards

**PART A**

**1. Title**

This Award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Fisheries Staff Award.



## 2. Parties to the Award

This Award is binding upon the Director General, Department of Premier and Cabinet, the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales, the Construction Forestry Mining and Energy Union (New South Wales Branch) and the Electrical Trade Union of Australia, NSW Branch; in so much as it affects those persons previously covered by the Crown Employees (Skilled Trades) Award published 22 June 2001 (325 I.G. 749), as varied.

## 3. Definitions

"Association" or "Union" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales, Construction Forestry Mining and Energy Union (NSW Branch) or Electrical Trades Union, NSW Branch.

"Department" shall mean the NSW Department of Trade and Investment, Regional Infrastructure and Services as established under the *Public Sector Employment and Management Act 2002*.

"Department Head" shall mean the Director General of the Department of Trade and Investment, Regional Infrastructure and Services as established under the *Public Sector Employment and Management Act 2002*.

"Director-General" means the Director-General of NSW Department of Premier and Cabinet, a position established under the *Public Sector Employment and Management Act 2002*.

"Employer" means the Director-General of NSW Department of Premier and Cabinet, a position established under the *Public Sector Employment and Management Act 2002*.

"Employees" means and includes all persons permanently or temporarily employed under the provisions of the Public Sector Employment and Management Act 2002, who, on the operative date or during the period of operation of this award, occupy or are appointed to a position to perform the duties and roles of the former NSW Fisheries within the Department.

NSW Fisheries was a Schedule 1 agency within the *Public Sector Employment and Management Act 2002*. It now forms part of the NSW Department of Trade and Investment, Regional Infrastructure and Services

"FPP" means the first full pay period.

"AFMA" means the Australian Fisheries Management Authority.

## 4. Salaries

(i) The salaries as set out in Table 1 - Salaries, of Part B, Monetary Rates, shall be applicable to the classifications and gradings as specified in the said Table 1. The salaries are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award.

(a) Loading for Fisheries Officers -

(1) Due to the range of times that Fisheries Officers may be required to work a salary loading of 13.7 per cent shall apply to all positions.

(2) The loading is based on the following formula for a shift of 7.6 hours:

eight shifts every four weeks starting or finishing outside 7.30 am and 6.00 pm Mondays to Fridays;

one Saturday shift every four weeks between 7.30am to 6.00pm;

one Sunday shift every four weeks between 7.30am to 6.00pm;

ten shifts every four weeks between 7.30am and 6.00pm;

one shift on five public holidays every year between 7.30am and 6.00pm.

(3) Therefore, the loading is calculated on the following formula:

	Additional loading every week
Penalty equivalent in relation to 2 shifts each week other than day shifts of 7.6 hours @ 15 per cent extra based on 46 weeks on duty each year:	

$$\frac{2 \times 7.6 \times 0.15 \times 46}{52} = 2.0 \text{ hours}$$

Penalty equivalent in relation to 7.6 hours on one Saturday (50 per cent extra) and one Sunday (75 per cent extra) each 4 weeks:

$$\frac{3.8 + 5.7 \times 46 \div 52}{4} = 2.1 \text{ hours}$$

Penalty equivalent in relation to 7.6 hours worked on 5 public holidays each year (150 per cent) extra:

$$\frac{7.6 \times 5 \times 1.5 \div 52}{5.2} = \frac{1.1 \text{ hours}}{5.2 \text{ hours}}$$

In order to load the base salary by 5.2 hours an addition of 13.7 per cent is required:

$$\frac{5.2 + 13.7 \text{ per cent}}{38}$$

- (b) Fisheries Technicians - Existing employees remain eligible to progress to the maximum rate available in their previous classifications, subject to meeting competency standards.
- (c) Loading for Fish Hatchery Staff - The loading is paid to employees who are required to regularly work outside normal working hours.

Due to the range of times Managers and Assistant Managers may be required to work, a salary loading of 11.05 per cent shall be applied to their positions. Guides and attendants at hatcheries who are also required to work such hours will also be entitled to the payment of the loading.

### 5. Allowances and Loadings

- (a) Annual Leave Loading - The 17.5 per cent annual leave loading will be paid to all employees on the first available pay day in December of each year, and be based on the annual leave accrued during the preceding period between 1 December and 30 November
- (b) Sea Going Allowance - An employee who is absent from his/her port of departure for ten hours or more shall be entitled to the provisions of the following clauses of the Crown Employees (Public Service Conditions of Employment) Award 2009, as varied or replaced.

Clause 26:	Travelling Compensation
Clause 27:	Excess Travelling Time
Clause 28:	Waiting Time
Clause 29:	Meal Expenses on One-Way Journeys
Clause 30:	Restrictions on Payment of Travelling Allowances
Clause 31:	Increase or Reduction in Payment of Travelling Allowances

Clause 32:	Production of Receipts
Clause 33:	Travelling Distance

- (c) Freezer Inspection Allowance - A Fisheries Officer who undertakes an AFMA inspection of freezer hold(s) on a fishing vessel shall be paid an allowance - for each inspection for each vessel for each day - as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.
- (d) Regional Dive Coordinator Allowance is paid for a temporary assignment to perform the additional responsibilities of the role in accordance with the Department's Diving Code of Practice. Appointment will be for a period of up to 3 years and as a result of an Expression of Interest. The allowance is set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and is adjusted in accordance with the percentage increase applying to salary rates.
- (e) Regional Dive Officer Allowance is paid for a temporary assignment, reporting to the Regional Dive Coordinator, to perform the additional responsibilities of the role in accordance with the Department's Diving Code of Practice. Appointment will be for a period of up to 3 years and as a result of an Expression of Interest. The allowance is set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates and is adjusted in accordance with the percentage increase applying to salary rates.

#### **6. Hours of Work and Working Hours Arrangements**

- (a) Flexible Work Hours - The provisions of this clause are available to all employees other than Fisheries Officers, Managers and Assistant Managers at hatcheries and employees covered by senior and chief executive service arrangements.
  - (i) General - A flexible approach to hours of work will be adopted in relation to working hours and working arrangements within the parameters of the business needs of the Department

A flexible working hours system is established whereby individual employees may select their starting and finishing times, subject to the business needs of the Department. The system has been developed on the understanding that service delivery standards are maintained at all times. It is expected that employees and managers of work units will actively participate in the development and implementation of mutually acceptable working arrangements that recognise the obligations and responsibilities of each. An objective of these arrangements is to provide for better time management within the Department and to preclude the excessive accruals and/or forfeiture of hours.

The following provisions replace in full arrangements established under clause 21, Flexible Working Hours, of the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced..

- (ii) Hours Worked - An employee may only accumulate credit hours in excess of the minimum daily contract hours where work is available and it is convenient to the Department for the employee to work.

Nothing in this award will prevent the Department Head from reverting to standard ordinary working hours where it is evident that an employee is not observing the conditions of this clause and any associated administrative instructions or not maintaining a satisfactory level of conduct or performance of duty.

Standard hours are 8.30am to 4.30pm Monday to Friday with a one hour lunch break.

- (iii) Bandwidth - Bandwidth is the period during the day when an employee may record time worked and shall be from 7.30am to 6.00pm Monday to Friday.

Time may be credited to an employee for work undertaken outside the bandwidth if prior approval is obtained.

By mutual agreement, the Department Head may vary the bandwidth period for an individual employee on either a permanent or temporary basis.

Where an employee, by mutual agreement, works outside the bandwidth period to meet specific work requirements, then hours worked outside the bandwidth will be credited at time and a half and meal allowances, if appropriate, will be paid. The provisions of the Shift Work and Overtime clauses of the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced continue to apply when staff are directed to work outside the bandwidth times.

An employee may refuse to work additional hours or overtime in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:

1. the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
  2. any risk to employee health and safety,
  3. the urgency of the work required to be performed during additional hours or overtime, the impact on the operational commitments of the organisation and the effect on client services,
  4. the notice (if any) given by the Department Head regarding the working of the overtime or additional hours, and by the employee of their intention to refuse the working of additional hours, or
  5. any other relevant matter.
- (iv) Coretime - Coretime shall generally be between 9.30 am and 3.30 pm and all employees are required to be on duty, unless on authorised leave.

The luncheon period is not part of core time.

By mutual agreement, the Department Head may vary the core time period for an individual employee on either a permanent or temporary basis.

- (v) Luncheon Period and Meal Breaks - An employee is entitled to take a luncheon period of one hour between 11.30am and 2.30pm.

By mutual agreement, the Department Head may vary the luncheon period for an individual employee on either a permanent or temporary basis.

An employee may extend the luncheon period to a maximum of two and a half hours, but only with prior approval. Such an extension must not prevent the proper functioning of the Department or the specific work area to which the employee is attached.

An employee may reduce the luncheon break on the basis that a minimum of thirty minutes is taken.

An employee will not be required to be on duty without a luncheon break for more than five hours from the time of commencement.

- (vi) Contract Hours - The daily contract hours for an employee are the weekly hours divided by five.

Contract hours for a settlement period is the normal weekly hours multiplied by four.

When leave for part of a day is involved, the amount of leave to be applied for is to be determined by subtracting the hours worked on that day from the daily contract hours.

- (vii) Accumulation and Carry Over of Hours - An employee may accumulate credit or debit hours throughout a settlement period, provided that at the end of the settlement period the number of credit hours carried forward does not exceed 35 hours and debit hours does not exceed 10 hours.

Where an employee's accumulation of credit hours at the end of a settlement period exceeds 35 hours, the excess hours shall be forfeited.

The Department Head shall make every effort to ensure that an employee does not forfeit excess credit hours at the conclusion of settlement periods as a result of requests for flexible hours or flexi leave being refused.

Where an employee's accumulation of debit hours at the end of a settlement period exceeds 10 hours, the excess hours accumulated shall be debited against the employee's accrued recreation leave or, should the employee have no such leave available, shall be taken as leave without pay.

For the purpose of determining whether an employee has accumulated credit or debit hours during a settlement period, the employee shall be deemed to have notionally worked the daily contract hours or the appropriate portion thereof on a day, or part of a day, upon which the employee was absent on approved leave, not being flexi leave.

- (viii) Flexi leave - An employee may apply to take a maximum of five days flexi leave within each settlement period. Leave may be taken in multiples of a quarter of a day.

An employee must obtain approval prior to proceeding on flexi leave.

It is not necessary for an employee to have a credit balance when taking flexi leave.

Flexi leave may be taken before or immediately after recreation leave. It may not be taken during a period of recreation leave.

- (ix) Commencement or Cessation of Duty During Core time - Where an employee consistently commences duty after the commencement of core time, including resumption after the luncheon period, and provides no reasonable excuse the employee must apply for the appropriate amount of leave without pay, or recreation leave if approved by the Department Head, in multiples of a quarter of a day.

Where an employee ceases duty prior to the cessation of core time without prior approval, the total period from the cessation time to the normal business cessation time will be classified as leave without pay.

- (x) Travelling on Official Business - Any travel on official business during bandwidth times shall be treated as time worked for the purposes of this clause.

Employees shall be compensated for travelling time outside the bandwidth hours in accordance with the travelling compensation provisions as prescribed in the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced.

- (xi) Termination of Service - Where an employee has an accumulation of debit hours at the completion of the last day of service, the recreation leave or monies owing to that employee shall be adjusted accordingly.

An employee may receive compensation for accumulated credit hours outstanding as at the last day of service where an employee's services are terminated without notice for reasons other than misconduct, and where an application for a period of flexi-leave which would have eliminated the accumulated credit hours was made during the period of notice of retirement or resignation and was refused.

- (b) Fisheries Officers - For the purpose of this Award, working arrangements of Fisheries Officers shall be 152 hours undertaken across any 20 days for each 28 calendar day period and shall be undertaken at times to meet the specific service needs of the Department.

By mutual agreement with a supervisor, a Fisheries Officer may accumulate an additional 15.2 hours each four weeks which may be carried forward to reduce the number of hours worked in the following four week period, but must be taken during bandwidth hours (7.30am to 6.00pm) Monday to Friday. Any accumulated hours not taken during the next four week period will be forfeited.

Fisheries Officers must submit a work program to their respective supervisor in advance for approval. Such programs are to cover the next two weeks work period or any period required by the Department Head.

Work programs may be amended at anytime by mutual agreement or within the following:

Day Shifts Only - Programmed hours may be amended by a supervisor with 24 hours notice, as long as new hours fall within the 7.30 am to 6.00 pm bandwidth on the same day. The new hours will be no longer than the hours originally scheduled to be performed on that day.

Night/Weekend/Public Holiday Shifts Only - For unprogrammed starts that commence within one hour of programmed starting times the shift will commence early and not attract any overtime or penalty provisions because of the early start.

For unprogrammed starts that commence more than one hour before a programmed starting time, the period between the actual starting time and the programmed starting time, or the ceasing of the unprogrammed duty (whichever is the earliest), will attract overtime provisions. In such cases, the Fisheries Officer will be required to work their programmed shift or take time in lieu from his/her overtime entitlements.

Programmed Days Off - Where a Fisheries Officer is directed to undertake work on a programmed day off all hours worked on that day will attract overtime provisions.

Inland Weekend Work - A Fisheries Officer stationed in an inland location can be directed to work a maximum of two complete weekends each four week period totalling not more than 12 Saturdays and 12 Sundays on a yearly basis.

A Fisheries Officer can be directed to work a maximum of two ten-hour shifts in the field each four week period. A Fisheries Officer can only be directed to work on a maximum of 20 days of each 28-day period. This can be exceeded by mutual agreement. By mutual agreement, work programs may include split shifts.

Where a Fisheries Officer is directed to work a ten-hour continuous shift, two unpaid meal breaks must be taken during the shift. The second meal break will attract a meal allowance as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. The meal allowance is set in accordance with the Overtime Meal Allowances for breakfast, lunch and dinner in the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced.

Should a Fisheries Officer be required to work a period longer than 14 consecutive hours, then that employee will take a ten hour break before commencing work. If a break occurs during, or overlaps, the next programmed hours of duty - those hours of duty will still be credited. There will be a minimum eight-hour break between directed shifts.

Any shift performed on a weekend outside the 7.30am to 6.00pm bandwidth times contributes towards a weekend duty and an out of hours duty. Only one out of hours and one weekend shift may be credited for each shift during weekend duty.

- (c) Flexible Working Hours for the Managers and Assistant Managers at Hatcheries - A flexible working hours system, similar to the provisions set out in sub clause (a) of this clause, will apply to Managers and Assistant Managers of trout hatcheries with the following changes.

The normal working week will be 35 hours spread across Monday to Sunday, - seven days each week.

Due to operational needs trout hatcheries will need to be staffed, at a minimum level, on Saturdays, Sundays and public holidays and a loading has been established under subclause (c ) of clause 4, Salaries, to compensate Managers and Assistant Managers.

Generally, officers will be rostered on duty for ten calendar days and rostered off duty for four calendar days.

### **7. Housing**

- (a) Operational Needs - Due to operational needs, employees appointed to specific positions may be required to occupy residences owned by the Department. Under this award, housing and rental arrangements are established.

The Department Head is the sole judge in deciding if a residence is required to meet the operational needs of the Department.

- (b) Rental - a weekly rental rate for Fisheries Officers occupying residences identified under subclause (a) of this clause will be 30 per cent of the average market rate across all similar Fisheries Officers' residences in the state. The market rate will be reviewed every 12 months or any other period as determined by the Department Head.

A weekly rental rate for Managers and Assistant Managers of trout hatcheries occupying residences identified under subclause (a) will be 30 per cent of the actual market rental. The market rate will be reviewed every twelve (12) months or any other period as determined by the Department Head.

- (c) General - The weekly rental rate for premises that are essential for the operational activities of the Department, and not occupied by Fisheries Officers or located at Trout Hatcheries, will be set at 30 per cent of the market rental rate. The market rate will be reviewed every 12 months or any other period as determined by the Department Head.
- (d) Where a residence is not essential for operational activities an employee may, subject to the Department Head approval, rent the premise at full market rental or at any other rate as approved by the Department Head
- (e) The Department Head may dispose of a residence at any time, subject to the employee occupying the residence being given at least six months notice to vacate the premise.
- (f) During the term of this award, an employee occupying a Departmental residence will be eligible for assistance under the Crown Employees (Transferred Employees Compensation) Award if the employee moves residence because the Departmental residence is declared surplus to operational needs.

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

The following provisions replace the Family and Community Services Leave provisions contained under clause 71 of the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced.

The Department Head may grant paid Family and Community Service Leave to an employee to meet family activities and community service responsibilities as described clause 71.2 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012 as varied or replaced

The maximum amount of leave under this clause shall be five working days in any period of 12 months; or the period calculated by allowing one working day for each completed year of service after the completion of the initial two years of service and deducting them from the total amount of family and community service leave or short leave granted to the employee, whichever is the greater period.

The parties agree that the definition of "a family member" will be consistent with subclause 81.4.2 of clause 81, Sick Leave to Care for a Family Member of the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced.

In cases of illness of a family member, whose care and support the employee is responsible, paid sick leave in accordance with the said clause 81 of the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced shall be granted when paid family and community service leave is exhausted.

### **9. Consultative Arrangements**

This award will be monitored by a consultative committee consisting of management and employee representatives.

The parties will meet as often as necessary to discuss employee relations or industrial relations issues relating to staff covered by this Award, including the resolution of any difficulties which may arise with the implementation or operation of this award, and to discuss possible future improvements to the employment conditions of staff.

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

An employee may elect, subject to the agreement of the Department, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement Award.

### **11. Working from Home**

It is accepted that the enhancement of family leave provisions will assist employees to meet any urgent personal responsibilities outside work and improve morale generally across the Department. The absence from the workplace may, however, be seen as lost productivity.

It is proposed therefore to implement the availability of working from home arrangements, on a case by case basis, where the nature of the employee's work lends itself to such arrangements.

This provision will be managed in accordance with the Department's Working from Home procedure.

### **12. Work and Family Issues**

The parties acknowledge that there may be a number of issues external to the workplace which have an effect on the day-to-day and ongoing performance and commitment of individuals within the Department.

The parties agree that small working groups consisting of management and staff representatives may be established to consider any such issues eg child care. These groups will provide discussion paper(s) to the Department Head on the appropriateness, costing and benefits of introducing such benefits to staff.

### **13. 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 Department, 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 Department 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 Department Head.
- (f) The Department Head may refer the matter to the Director General for consideration.
- (g) 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.
- (h) An employee, at any stage, may request to be represented by the Association/Union.
- (i) The employee or the Association/Union 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.
- (j) The employee, Association/Union, Department and Director General 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.

#### 14. Anti Discrimination

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.

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.

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.

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

#### **15. Deduction of Union Membership Fees**

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

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

- (a) 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 *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 2009*, *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award* or any awards replacing these awards.
- (b) This Award shall apply to all employees engaged to perform duties and roles that can be identified as a responsibility of the former NSW Fisheries in the Department of Trade and Investment, Regional Infrastructure and Services.
- (c) 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 IG 359) take effect on and from 30 March 2012.

Changes made to this award subsequent to it first being published on 30 November 2007 (364 I.G. 570) have been incorporated into this award as part of the review.

- (d) 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 - Salaries**

Effective from the beginning of the first pay period to commence on or after 1.07.2011

Administrative and Clerical Officers	Common Salary Point		First pay period after 1.7.11 Yearly Rate \$
General Scale -			
Year 1	9		35,345
Year 2	17		40,662
Year 3	25		44,329
Year 4	32		47,108
Year 5	40		50,619
Fisheries Officers - Clause 4 (i) (a) 13.7% Salary Loading		Base Salary Yearly Rate \$	Loaded Salary Yearly Rate \$
Grade 1 -			
Year 1	52	56,509	64,251
Grade 2			
Year 1	58	59,705	67,885
Year 2	64	63,425	72,114
Grade 3 -			
Year 1	64	63,425	72,114
Year 2	67	65,376	74,332
District Fisheries Officer -			
Year 1	78	72,702	82,662
Year 2	85	77,767	88,421
Supervising Fisheries Officer -			
Year 1	101	91,303	103,811
Year 2	104	93,870	106,730
Fisheries Scientific Technician Fisheries Maintenance Technician			
Grade 1 -			
Year 1			39,035
Year 2			41,659
Year 3			44,329
Year 4			46,918
Year 5			49,545
Year 6			52,169
Grade 2 -			
Year 1			54,268
Year 2			57,121
Year 3			59,979
Grade 3 -			
Year 1			62,834
Year 2			66,070
Year 3			71,253
Grade 4 -			
Year 1			72,544
Year 2			74,735
Year 3			76,961

Grade 5 - Year 1			79,783
Year 2			82,640
Year 3			85,928
Fish Hatchery Staff - Clause 4 (i) (c) 11.05% Salary Loading		Base Salary Yearly Rate \$	Loaded Salary Yearly Rate \$
Assistant Manager - Year 1		54,268	60,264
Year 2		57,121	63,433
Year 3		59,979	66,607
Manager - Year 1		62,834	69,780
Year 2		66,070	73,371
Year 3		71,256	79,126
Senior Manager -			
Year 1			126,896
Year 2			139,152

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	5 (c)	Freezer Inspection Allowance	30.00 for each inspection, for each vessel, for each day
2	5 (d)	Regional Dive Coordinator	1,810 pa
3	5 (e)	Regional Dive Officer	1,269 pa
4	6 (b)	Fisheries Officer - meal allowance where the second break is taken	26.45

**ATTACHMENT A**

## Fisheries Technician Classification - Competency Standards

Fisheries Technician Classification - This Award establishes the Fisheries Technician classification and replaces the previous classifications of technical assistant, technical officer, senior technical officer (scientific), tradesperson, gardener, foreperson and library technician.

Details of competency standards, general position responsibilities and qualities as well as progression criteria are outlined below.

## Fisheries Technician Grade 1 -

Years 1 - 3

Description: - Training position where technical skills are acquired.

Responsibilities - Responsible for carrying out relatively standard procedures under close supervision.

Essential qualifications -

School Certificate or equivalent.

Driver's Licence (where appropriate).

## Essential qualities -

Ability to work within specific instructions and/or standard procedures.

Ability to undertake on-the-job training or accredited coursework relevant to the technical knowledge and skills required for progression.

## Progression criteria -

Progression between Years 1 to 3 based on carrying out the duties to a satisfactory level.

Progression to Year 4 based on 12 months service at Year 3, meeting Year 4 qualifications and the associated increased skills and ability.

## Years 4 - 6 -

Description - Specific technical skills have been acquired through on the job training, formal qualifications and equivalent experience.

Responsibilities - Responsible for carrying out technical procedures under general supervision.

## Essential qualifications -

Either TAFE Technical Qualification or three years relevant work experience.

Driver's licence and boat licence (where appropriate).

## Essential qualities -

Ability to work to specific instructions or standard procedures, but may make minor changes and suggest improvements where appropriate.

Experienced with relevant methods and procedures, associated with technical tasks.

Ability to undertake tasks of a technical nature requiring some judgements to be made.

## Progression criteria -

Progression between years 4 to 6 based on carrying out the duties to a satisfactory level.

Skills associated with Grade 1 Fisheries Technicians - The range of skills associated with specific positions will vary, however this is a listing of the types of skills which are associated with Grade 1 Fisheries Technicians.

## Field related skills -

Boat handling  
Sea safety  
4WD experience/course  
Advance driving  
SCUBA diving certificate  
Radio operators licence  
Net making and repairing  
Handling of nets, traps and other fish sampling gear  
Fish tagging and recapture techniques  
Remote area experience

## Workshop related skills -

- Operation of farm equipment (tractors, etc.)
- Forklift driving
- Welding
- Explosive tools
- Wood technology
- Fibre glassing
- Advanced electrical (motors, pumps)
- Protective coating applications

## Laboratory related skills -

- Aquarium and pond maintenance
- Live fish handling
- Handling chemicals and hazardous goods
- Laboratory techniques
- Specimen identification (eg. fish taxonomy)
- Technical equipment storage and maintenance

## Office related skills -

- Basic computer applications (spreadsheets, word processing, databases)
- Literature searching
- Preparation of technical drawings, graphs, maps
- Collecting, storing and collating data and work reports
- Data entry
- Filing and retrieving data sheets, etc. Basic photography

## Fisheries Technician Grade 2 -

Description - Positions required a wide range of advanced technical skills acquired through formal training and on the job experience.

Responsibilities - Responsible for carrying out complex technical procedures with limited or irregular supervision.

## Essential qualifications -

- TAFE technical qualification or equivalent.
- Relevant work experience.
- Driver's licence and boat licence (where appropriate).
- Additional skills and/or qualifications specific to the position.

## Essential qualities -

- Ability to work with limited direction and irregular supervision.
- Demonstrated problem solving abilities, including modifications to standard procedures.
- Ability to undertake on-the-job training or accredited coursework relevant to the technical knowledge and skills required for progression (eg. see skills associated with Grade 2).

## Fisheries Technician Grade 3 -

Description - Positions require a range of advanced technical skills together with supervision, communication and staff training abilities.

Responsibilities - Responsible for carrying out complex technical procedures and the associated supervision of staff, with limited direction.

## Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least three years.

Driver's licence and boat licence (where appropriate).

Additional skills and/or qualifications specific to the position.

## Essential qualities -

Ability to develop work programs based on technical tasks and make changes to procedures where appropriate.

Wide experience with relevant methods and procedures associated with technical tasks performed within the work unit or division.

Experience or ability to supervise technical staff and provide (and advise on) the training of technical skills to junior staff.

Skills associated with Grade 2 and Grade 3 Fisheries Technicians - The range of skills associated with specific positions will again vary, however this is a listing of the types of skills which are associated with Grade 2 and Grade 3 Fisheries Technicians.

## Field related skills -

Coxswain's certificate

First aid certificate

Appropriate commercial diving qualifications

## Workshop related skills -

Advanced trades certificate

Supervision

Staff training

## Laboratory related skills -

Pond and aquarium systems management

Advanced technical skills associated with fish propagation

Specialist laboratory skills (eg. fish ageing, algal culture)

Office related skills -

Basic financial management

Advanced computer (database maintenance, programming, maintenance)

Data management

Report writing and presentation of results

Statistical analysis

Advanced photography

Public relations

Fisheries Technician Grade 4 -

Responsibilities - Responsible for supervising a technically based work unit or task.

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least six years.

Additional skills and/or qualifications specific to the position.

Essential qualities -

Ability to supervise and manage a specific work unit with a technical function, and/or

Advanced staff and financial management skills, and/or

Advanced skills associated with having the responsibility for an essential technically based task.

Fisheries Technician Grade 5 -

Responsibilities - Responsible for the supervision and leadership of a technically based work unit or task

Essential qualifications -

TAFE technical qualification or equivalent.

Relevant work experience of at least ten years.

Additional skills and/or qualifications specific to the position.

Essential qualities -

Provide leadership and direction for a technically based work unit or in an essential departmental function of a technical nature.

Skills associated with Grade 4 and Grade 5 Fisheries Technicians - The range of skills associated with specific positions will again vary, however this is a listing of the types of skills which are associated with Grade 4 and Grade 5 Fisheries Technicians.

Management of technically based program



Financial management  
Leadership

Co-ordination of large/complex technically based programs

Advisory and publication of technical information

Public relations

## **ATTACHMENT B**

### **Fisheries Officers Classification - Competency Standards**

Fisheries Officer Classification - This award establishes a new structure for the Fisheries Officer Classification.

Details of competency standards and general position responsibilities are outlined below.

Essential prior to recruitment -

Drivers Licence  
Colour vision  
Swimming ability (200m)  
Medical fitness exam  
Boat Licence  
HSC or Equivalent

Fisheries Officer Grade 1 (Trainee) -

To complete induction/orientation  
Computer/keyboard skills  
Environmental awareness  
Pass exams  
12 months satisfactory service  
Marine survival/sea safety \*  
Senior First Aid Certificate  
Baton and handcuffing  
Basic communication skills \*

\* Ongoing every two years

General responsibilities -

Requires specified qualifications or previous skills or experience, and

Performs basic tasks and operates equipment for which limited training is required.

Exercises no individual judgement in following directions.

Works under direct supervision

Fisheries Officer Grade 2 -

Pre-requisite - Satisfies requirements for Fisheries Officer Grade 1.

First Year -

Intermediate communication skills

## Second Year -

- Investigation methods
- Conflict resolution
- Supervision skills
- Accounting procedures
- Media skills
- Commonwealth Legislation

## General responsibilities -

- Requires accredited training and special licences, and adequate experience and special skills.
- Performs work process at sub-FO Grade 3 level and performs duties in charge of equipment and, maintains office systems, and
- Exercises independent judgement at sub-FO Grade 3 level.
- Works under limited supervision.
- Uses good communication skills.
- Possess sound knowledge of relevant legislation, policy and procedures.

## Fisheries Officer Grade 3 -

Pre-requisite - Coxswain's certificate of competency or equivalent.

## First Year -

- Software application skills
- Operational planning
- Sound knowledge of Commonwealth legislation
- Complete basic management skills
- Knowledge of all aspects of Commonwealth managed fisheries
- Knowledge of all aspects of State managed fisheries

## Second Year -

- Environmental assessment (DA's and fish kills)
- Superior communication skills
- Supervision
- Financial management

## General responsibilities -

- Requires satisfactory achievement of Departmental Competency Standards,
- Performs duties of some complexity and is accountable for completion of work to agreed standards.
- Exercises some independent judgement

Leads small work team on assigned work or supervises subordinate staff, and

Prepares, collates and analyses information in respect to Fisheries Management and district operations.

Represent the Department at various meetings at district level, and

Provides specialised advice and assistance to Management in the formulation of management plans and regulations.

District Fisheries Officer -

Prerequisite - Coxswain's certificate of competency or equivalent.

Master Class V ) where appropriate  
MED 3 )

First year and ongoing - Advanced management (Financial, Human, Asset & Strategic Planning),

General responsibilities -

Responsible for effective co-ordination of work, or scheduling basic training for Fisheries Officer Grade 1 to 3 under direct supervision, problem solving, and

Exercises independent judgement and is accountable for work performance.

Provides specialised advice and assistance to Management in the formulation of Management Plans and Regulations.

Accountable for performance to meet deadlines, and/ or performs work of complexity at a high level, and/or is competent in full range of disciplines necessary to effectively manage a Fisheries District.

Communicates information to client groups.

Provides specialised advice and assistance to Management in the formulation of Management Plans and Regulations.

Supervising Fisheries Officer -

Prerequisite - Coxswains certificate of competency or equivalent.

Master Class V ) where appropriate  
MED 3 )

First Year -

Management and administration

Occupational health and safety training

Mediation skills

Second Year -

Further management development

General responsibilities -

May require Master Class V and MED 3 Course.

Requires well developed management skills.

Demonstrated understanding of environmental issues.

Approves work programs and projects and allocates resources, sets priorities and monitors performance against agreed standards, time frames and budgets.

Responsible for the training and development of staff in the zone.

Represents the Department as required at zone level and regional level.

Communicates technical and other information to client groups.

Provides specialised advice and assistance to Management in the formulation of Management Plans and Regulations.

C. G. STAFF *J.*

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)  
GEOSCIENTISTS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 234 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

**REVIEWED AWARD**

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
4.	Salaries
5.	Progression of Officers
6.	Grievance and Dispute Settling Procedures
7.	Anti-Discrimination
8.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

**PART A**

**1. Title**

This award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Geoscientists Award.

**2. Definitions**

- (a) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (b) "Director General" means the Director General, Department of Premier and Cabinet as established under the *Public Sector Employment and Management Act 2002*.
- ."Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services , as specified in Schedule 1 of the *Public Sector and Employment Management Act 2002*.
- (d) "Department Head" means the Director-General of the NSW Department of Trade and Investment, Regional Infrastructure and Services .

- (e) "Geoscientist" means an officer who has obtained an Earth Science degree or equivalent requiring a minimum of three years full-time study at a recognised university or tertiary institution, with a major in a Geoscience discipline.
- (f) "Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002* who are appointed to positions classified under this award in the Department.
- (g) "Service" means continuous service.

### **3. Parties to the Award**

The parties to this award are the Director General and the Association.

### **4. Salaries**

The rates of salary shall be paid to officers appointed to the positions specified as set out in Table 1 - Salaries, of Part B, Monetary Rates.

### **5. Progression of Officers**

Progression of officers from Grade I to Grade II in this award will be subject to:

- (a) completion of 12 months satisfactory service on the maximum salary for Grade I; and
- (b) the officer having demonstrated a capacity to undertake geo-scientific investigations involving a degree of originality and independence or to perform work of an equivalent importance or value.

The promotion of officers beyond Geoscientist Grade II will be subject to the occurrence of a vacancy and merit selection.

### **6. 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 Department, if required.
- (b) 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.
- (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 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.
- (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 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.
- (f) The Department Head may refer the matter to the Director General for consideration.
- (g) 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.

- (h) An officer, at any stage, may request to be represented by the Association.
- (i) 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.
- (j) The officer, Association, Department and Director General 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 officer or member of the public.

### **7. Anti-Discrimination**

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

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

- (a) This award shall apply to all the officers employed by the NSW Department of Trade and Investment, Regional Infrastructure and Services as defined in clause 2, Definitions, of this Award.

- (b) Officers are entitled to the conditions of employment provided by this Award and by the provisions in the following:

*Public Sector Employment and Management Act 2002;*

Public Sector Employment and Management Regulation 2009;

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Public Sector - Salaries 2008) Award; or

any replacement award, except where specifically varied by this award.

- (c) 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 the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 March 2012.

Changes made to this award subsequent to it first being published on 14 December 2007 (364 I.G. 714) have been incorporated into this award as part of the review.

- (d) 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 salaries set out below, shall apply from the beginning of the first pay period on or after 1 July 2011, in accordance with the provisions of the Crown Employees (Public Sector – Salaries 2008) Award be paid to officers appointed to the positions specified.

Classification and Grades	Common Salary Point	Per annum \$
Geoscientists		
Grade I		
1st year of service	47	53,967
2nd year of service	51	55,940
3rd year of service	57	59,121
4th year of service	64	63,425
5th year of service	71	67,939
6th year of service and thereafter	77	71,866
Grade II		
1st year of service	82	75,552
2nd year of service	85	77,767
3rd year of service	89	80,902
4th year of service and thereafter	94	85,033
Senior		
1st year of service	97	87,701
2nd year of service	99	89,511
3rd year of service	102	92,178
4th year of service and thereafter	105	94,826



Principal		
1st year of service	111	100,613
2nd year of service and thereafter	114	103,550
Assistant Director, Geological Survey		
1st year of service	119	108,892
2nd year of service	124	114,457
3rd year of service and thereafter	128	119,439

C. G. STAFF J.

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**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)  
LAND INFORMATION OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 235 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

**REVIEWED AWARD**

**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties to the Award
4.	Salaries
5.	Scope of Employment
6.	Appointment, Progression and Training
7.	Grading and Evaluation of Positions
8.	Grievance and Dispute Settling Procedures
9.	Anti-Discrimination
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Schedule 1 - Appropriate Qualifications

Schedule 2 - Progression Requirements

Schedule 3 - Job Criteria

**PART A**

**1. Title**

This award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Land Information Officers Award.

**2. Definitions**

- (i) "Act" means the *Public Sector Employment and Management Act 2002*.
- (ii) "Appropriate University or TAFE Qualifications" are those qualifications relevant to the Land Information Officer classification that are from time to time identified, and agreed as appropriate by the parties to the award. The qualifications deemed appropriate under the Award are set out in Schedule 1 - Appropriate Qualifications.

- (iii) "Association" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (v) "Department Head" means the Director-General of the NSW Department of Trade and Investment, Regional Infrastructure and Services.
- (vi) "Director General" means the Director General, Department of Premier and Cabinet, as established under the *Public Sector Employment and Management Act 2002*.
- (vii) "Job Evaluation" means the accredited system agreed to between the parties to this award, used to grade all positions within the Department.
- (viii) "Land Information Officer" means and includes all persons permanently or temporarily employed under the provisions of the Public Sector Employment and Management Act 2002 who, at the date of the first Crown Employees (Land Information Officers - Department of Mineral Resources) Award published 29 March 1996 (291 IG 813), were occupying a position of, and classified as, Cartographer, Survey Drafting Officer or Tracer with the then Department of Mineral Resources, or after that date were appointed to a Land Information Officer position and are employed in the former NSW Department of Primary Industries.
- (ix) "Normal Work" referred to in clause 8, Grievance and Dispute Settling Procedures, means the responsibilities relevant to the Statement of Duties, or Position Description, of an Officer or Officers at the time of the grievance, dispute or difficulty.
- (x) "Officer" means a Land Information Officer.
- (xi) "Position" means a position as dealt with in section 9 of the *Public Sector Employment and Management Act 2002*.
- (xii) "Public Service" means the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xiii) "Regulation" means the Public Sector Employment and Management Regulation, 2009.
- (xiv) "Salary Rates" means the ordinary-time rate of pay for the Officer's grading excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xv) "Service" means continuous service for salary purposes.
- (xvi) "Training Modules" are internal training programs developed by the Department for the development of specific skills and knowledge relevant to the duties and responsibilities of a Land Information Officer, on behalf of those Officers who do not possess formal qualifications, and for the purpose of cross-training.

### **3. Parties to the Award**

The Parties to this Award are the Director General and the Association.

### **4. Salaries**

The rates of salary shall be paid to officers appointed to the positions specified as set out in Table 1 - Salaries, of Part B, Monetary Rates.

### 5. Scope of Employment

- (i) Employment will be either on a full-time or permanent part-time basis. Applications for working part-time or job-sharing will be considered based on the employees' requests and Departmental needs. Temporary staff may be employed as Land Information Officers should the need arise.
- (ii) Officers may be required to participate in the full range of related work activities within the classification and grading.

### 6. Appointment, Progression and Training

- (1) There are seven progressive levels relating to the Land Information Officer classification. Criteria outlining the nature of work expected at the different levels will be in accordance with Schedule 3 - Job Criteria.

Land Information Officer Levels 1 to 3 will be broad banded, and appointment details are as follows:

- (i) A person must be undertaking, or successfully completed an appropriate university or TAFE qualification, including those listed in Schedule 1 - Appropriate Qualifications, to be eligible for appointment as a Land Information Officer Level 1.
- (ii) A person who has successfully completed an appropriate qualification shall be eligible for appointment as a Land Information Officer Level 1 Year 3.
- (iii) A person who has successfully completed an appropriate university or TAFE qualification, and has completed four years satisfactory service as a Land Information Officer shall be appointed to Level 2 Year 3 on the Land Information Officers' salary scale.
- (iv) A person who has completed a two year full time course of approved study, and a period of two years satisfactory service as a Land Information Officer shall be deemed to have completed the equivalent of four years satisfactory service as a Land Information Officer.

Land Information Officer Levels 4, 5, 6 and 7 are discrete levels and appointment will be based upon merit selection.

- (2) Following initial appointment, progression of all Officers will be determined according to the agreed arrangements outlined in Schedule 2 - Progression Requirements.
- (3) The Department will assume overall training responsibility for all Officers employed under this award and shall be responsible for all Officers having equal access to training in accordance with established Departmental Equal Employment Opportunity (EEO) Guidelines.
- (4) Appeals mechanism:
  - (i) An Officer shall have the right to appeal any decision made by the Department not to progress the Officer from salary point to salary point.
  - (ii) Officers shall submit a written submission outlining their case to the Director Industrial Relations, within 28 days of the decision being appealed.
  - (iii) The Director Industrial Relations, shall constitute an appeals committee made up of one Management representative, one relevant Association representative and one peer who is acceptable to both Management and the Association.
  - (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Department Head or nominee for approval.
  - (v) The decision of the Department Head or nominee shall be forwarded to the Officer concerned within 7 working days of the appeal being heard.

- (vi) This appeals mechanism shall not cover matters that are referred to the Industrial Relations Commission of New South Wales.

### **7. Grading and Evaluation of Positions**

- (i) Positions classified as Land Information Officers under this award will be graded in accordance with the accredited Job Evaluation system agreed to by the Department, the Director General and the Association, or other methodology which may be agreed between the parties to grade Land Information Officer positions during the operation of this award.
- (ii) The grading of Land Information Officer positions will be carried out in consultation with the Department's Job Evaluation Classification and Review Committee, which is a forum for consultation and negotiation between the Department and the Association on the operation of the Department's accredited Job Evaluation system.
- (iii) Positions will otherwise be evaluated and graded from time to time in the following circumstances:
  - (a) where the nature of a position is significantly changed or where a new position is created;
  - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate the position prior to advertising the vacancy;
  - (c) at the request of any party to this award, or an Officer classified as a Land Information Officer under this award, provided that the position(s) have not been reviewed for grading for at least 12 months prior to the request.
- (iv) Where the Land Information Officer position is evaluated as falling within a lower or higher grading than that to which the Officer is presently appointed, then the Department shall act in accordance with the Department's Job Evaluation Policy, as agreed by the parties to this award.

### **8. 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 Department, if required.
- (ii) 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.
- (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 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 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.
- (vi) The Department Head may refer the matter to the Director General for consideration.
- (vii) 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.

- (viii) An officer, at any stage, may request to be represented by the Association.
- (ix) 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.
- (x) The officer, Association, Department and Director General 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 officer or member of the public.

### **9. Anti-Discrimination**

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

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

- (i) This award shall apply to all the classifications as defined herein.

- (ii) 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 *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 2009* the *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award* or any awards replacing these awards.
- (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 30 March 2012.

Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 261) have been incorporated into this award as part of the review.

- (iv) 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 salaries set out below shall apply on the first pay period on or after 1 July 2011 in accordance with the provisions of the *Crown Employees (Public Sector - Salaries 2008) Award* and be paid to Officers appointed to the positions specified.

Classification	Annual Salary	Salary Point
<b>Land Information Officer Level 1</b>		
Year 1	\$41,771	20
Year 2	\$45,048	27
Year 3	\$48,816	36
Year 4	\$53,407	46
<b>Land Information Officer Level 2</b>		
Year 1	\$56,509	52
Year 2	\$59,121	57
Year 3	\$62,085	62
<b>Land Information Officer Level 3</b>		
Year 1	\$65,376	67
Year 2	\$67,939	71
Year 3	\$70,480	75
Year 4	\$72,702	78
<b>Land Information Officer Level 4</b>		
Year 1	\$75,552	82
Year 2	\$77,767	85
Year 3	\$80,096	88
<b>Land Information Officer Level 5</b>		
Year 1	\$82,491	91
Year 2	\$85,033	94
Year 3	\$88,660	98
<b>Land Information Officer Level 6</b>		
Year 1	\$91,303	101
Year 2	\$94,826	105
Year 3	\$97,702	108
Year 4	\$100,613	111

Land Information Officer Level 7		
Year 1	\$105,602	116
Year 2	\$110,079	120
Year 3	\$116,974	126
Year 4	\$122,128	130

## **SCHEDULE 1**

### **Appropriate Qualifications**

The following qualifications are currently deemed appropriate in terms of this award:

- Degree in Information Technology (Spatial Information)
- Graduate Diploma in Geographic Information Systems (GIS) and Remote Sensing (or equivalent)
- Degree in Geography (majoring in GIS)
- Associate Diploma in Land Information Systems
- Associate Diploma in Cartography
- Associate Diploma in Surveying
- Cartography Certificate
- Land and Engineering Survey Drafting Diploma
- Surveying Certificate IV
- Administrative Survey Drafting Certificate
- Associate Diploma in Survey Drafting
- Spatial Information Services (Surveying) Diploma
- Other relevant or equivalent tertiary qualifications as deemed appropriate to the classification

## **SCHEDULE 2**

### **Progression Requirements**

Land Information Officer Level 1 - Officers will progress through the incremental steps within the salary range for Level 1, subject to satisfactory service.

Land Information Officer Level 2 - In order to progress to a Land Information Officer Level 2, an Officer must possess an appropriate university or TAFE qualification, and demonstrate a capacity to undertake the duties and responsibilities of the position to that level as determined by the agreed criteria in Schedule 3.

An Officer is free to raise objection to any decision through the appropriate appeals mechanism, outlined in Clause 6, Appointment, Progression and Training.

An Officer need not be at the maximum salary of the Land Information Officer Level 2 range in order to apply for assessment.

Officers who are within the Land Information Officer Level 2 salary scale will progress through the incremental range, subject to continuing satisfactory service.



Land Information Officer Level 3 - In order to progress to Land Information Officer Level 3, an Officer must possess an appropriate university or TAFE qualification and demonstrate a capacity to undertake the duties and responsibilities of the position to the level as determined by the agreed criteria in Schedule 3.

An Officer is free to raise objection to any decision through the appropriate appeals mechanism, outlined in the said clause 6.

Officers who are within the Land Information Officer Level 3 salary scale will commence the cross-training modules designed to facilitate the multi-skilling process. Officers will progress through the incremental range, subject to continuing satisfactory performance and service.

Land Information Officer Levels 4, 5, 6 and 7 - Officers who are appointed to Land Information Officer Levels 4, 5, 6 and 7 will possess an appropriate university or TAFE qualification. Officers who are appointed to any of these positions must be committed to the completion of the cross-training modules designed to facilitate the multi-skilling process.

Officers who are appointed to positions of Land Information Officer Levels 4, 5, 6 and 7 will progress through the incremental range which is appropriate to their appointed level, subject to continuing satisfactory performance and service.

### **SCHEDULE 3**

#### **Job Criteria**

Land Information Officer Level 1 -

- |                                |  |
|--------------------------------|--|
| 1. Qualifications:             | HSC or equivalent  |
| 2. Complexity of Work:         | competent to undertake work/projects of limited complexity, i.e., routine work activities commensurate with person's experience and training, e.g., map/database/ stations/entries, preparation of plans and diagrams for unpublished reports  |
| 3. Freedom to Act:             | very limited degree of freedom to perform tasks, i.e., act with an extensive degree of guidance  |
| 4. Human Resource Management:  | not required to carry out such duties  |
| 5. Computing:                  | undertake data capture/retrieval of limited complexity relating to MRLIS (incl. geological, mining title data)<br><br>proficiency in functions of CAD system relating to generation of maps/plans of limited complexity<br><br>proficiency in functions of limited complexity relating to the Office Automation Network, e.g., word processing   |
| 6. Map Design and Compilation: | understanding and exercising of limited levels of design/compilation aspects of maps/plans/diagrams in manual, digital form in relation to unpublished reports; to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)<br><br>understanding and exercising of limited levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities) |

7. Map Interpretation:	competent to interpret to a limited degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to: mining and land use proposals, conveyance matters, coal mine workings;  map and plan production;  providing information/advice to industry, public, other Govt. agencies.
8. Work Organisation:	ability to plan, organise own work in line with Departmental priorities and deadlines
9. Decision Making:	ability to display independent technical judgement and initiative on matters of very limited complexity
10. Provision of Advice:	competent in providing independent and timely advice/information of a very limited degree of complexity
11. Training:	not required to provide on-the-job or formal training
12. Interpersonal:	ability to gain co-operation and acceptance of co-workers and, as required, clients
13. Communication:	ability to display at least a limited degree of oral/written liaison skills, e.g., form replies, liaison with authors
14. Financial Management:	not required to exercise any control over finances
15. Legislative	competent to interpret, under guidance, limited aspects of Interpretation: Mining Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
16. Occupational	knowledge of accountability/responsibility for aspects of Health and Safety: staff/client health, safety and welfare
17. EEO:	understanding of EEO principles
18. Corporate Plan:	ability to comply with Corporate Plan objectives
19. Policy:	ability to understand and implement, under guidance, Dept./Govt. policies, procedures, legal advisings relative to section functions

## Land Information Officer Level 2 -

1. Qualifications:	appropriate university or TAFE course
2. Complexity of Work:	competent to undertake work/projects of moderate complexity, e.g., identification of moderately complex mining title information from manual and digital databases, assist in the cartographic compilation of geological/metallogenic maps and plans for publication  ability to exam work of limited complexity for accuracy and completeness, as required
3. Freedom to Act:	limited degree of freedom to perform tasks, i.e., act with a substantial degree of guidance

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|--------------------------------|--|
| 4. Human Resource              | ability to assist in very limited aspects of supervision, e.g.,<br>Management: guide junior staff, co-workers undertake data   |
| 5. Computing:                  | capture/retrieval of moderate complexity relating to MRLIS<br>(incl. geological, mining title data)<br><br>proficiency in function of CAD system relating to generation of<br>maps, plans of moderate complexity proficiency in functions of<br>limited complexity relating to the Office Automation Network,<br>e.g. word processing  |
| 6. Map Design and Compilation: | understanding and exercising of general levels of<br>design/compilation/ fair drawing aspects of maps/plans/diagrams<br>in manual and digital form in relation to geological/metallogenic<br>series mapping and publications,<br>e.g., Minfo (incl. CAD); to titles/administrative cadastral<br>series maps/plans/diagrams(incl. survey investigation/calculation)<br><br>understanding and exercising of general levels of reprographic<br>techniques for both monochrome and colour reproduction (incl. use<br>of darkroom facilities) |
| 7. Map Interpretation:         | competent to interpret to a moderate degree attributes of cadastral,<br>top cadastral, geological and metallogenic maps/plans/diagrams in<br>relation to:<br><br>mining and land use proposals, conveyance matters, coal mine<br>workings<br><br>map and plan production<br><br>providing information/advice to industry, public, other Govt.<br>agencies  |
| 8. Work Organisation:          | ability to plan, organise own work in line with Departmental<br>priorities and deadlines   |
| 9. Decision Making:            | ability to display independent technical judgement and initiative on<br>matters of limited complexity  |
| 10. Provision of Advice:       | competent in providing independent and timely advice/information<br>of a limited degree of complexity  |
| 11. Training:                  | ability to provide a very limited degree of on-the-job training of<br>junior technical staff and co-workers  |
| 12. Interpersonal:             | ability to gain co-operation and acceptance of co-workers and, as<br>required, clients   |
| 13. Communication:             | ability to display at least a limited level of oral/written liaison skills,<br>e.g., form replies, liaison with authors  |
| 14. Financial Management:      | not required to exercise any control over finances   |
| 15. Legislative                | competent to interpret, under guidance limited aspects of<br>Interpretation: Mining Acts/Regs. and other related and relevant<br>legislation; of legal documents relating to land/mining title deeds   |

16. Occupational Health and Safety: knowledge of accountability/responsibility for aspects of staff/client health, safety and welfare
17. EEO: understanding of EEO principles
18. Corporate Plan: ability to comply with Corporate Plan objectives
19. Policy: ability to understand, implement, under guidance, Dept./Govt. policies, procedures, legal advisings relative to section functions

## Land Information Officer Level 3 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of substantial complexity, e.g., cartographic production of geological, metallogenic and cadastral maps/plans
- ability to examine work of moderate complexity for accuracy and completeness, as required
3. Freedom to Act: moderate degree of freedom to perform tasks, i.e., act with a moderate degree of guidance
4. Human Resource Management: ability to assist in limited aspects of supervision, e.g., guide, motivate staff
5. Computing: undertake data capture/editing/retrieval of substantial complexity relating to MRLIS, incl. geological, mining title data
- proficiency in functions of CAD system relating to generation of maps, plans of substantial complexity
- ability to undertake limited research and development of graphic applications
- proficiency in functions of moderate complexity relating to the Office Automation Network, e.g., spreadsheets
6. Map Design and Compilation understanding, exercising of superior levels of design/compilation/fair
- drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)
- understanding, exercising of superior levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
7. Map Interpretation: competent to interpret to a substantial degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining and land use proposals, conveyance matters, coal mine workings map and plan production

	providing information/advice to industry, public, other agencies
8. Work Organisation:	ability to plan, organise own work and assist in limited aspects of planning, organising work of junior staff in line with Departmental priorities, deadlines
9. Decision Making:	ability to display independent technical judgement and initiative on matters of general complexity
10. Provision of Advice	competent in providing independent and timely advice/information of a moderate degree of complexity
11. Training:	ability to provide a limited degree of on-the-job training of junior technical staff, co-workers
12. Interpersonal	ability to gain co-operation of co-workers and clients; assist development of skills of junior staff, co-workers
13. Communication:	ability to display a moderate degree of oral/written liaison skills, e.g., submissions/correspondence/reports
14. Financial Management:	ability to exercise a limited degree of control over finances, e.g., stores
15. Legislative:	competent to interpret, under guidance, general aspects of Interpretation: Mining Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
16. Occupational Health and Safety	knowledge of accountability/responsibility for aspects of: staff/client health, safety and welfare
17. EEO:	understanding of EEO principles
18. Corporate Plan:	ability to comply with Corporate Plan objectives and contribute generally to the formulation of budget estimates
19. Policy:	ability to understand and implement, under guidance,
Land Information Officer Level 4 -	
1. Qualifications:	Appropriate university or TAFE course
2. Complexity of Work:	competent to undertake work/projects of high complexity, e.g., complex Ministerial submissions/correspondence, specific computer research and development of graphic applications for MRLIS  ability to examine work of substantial complexity for accuracy, completeness
3. Freedom to Act:	substantial degree of freedom to perform tasks, i.e., act with a limited degree of guidance
4. Human Resource Management:	ability to supervise and allocate staff resources, provide sound leadership, motivate staff (as first level of direct, sustained supervision)
5. Computing:	undertake data capture/editing/retrieval of high complexity relating to MRLIS (incl. geological, mining title data)

- ability to undertake substantial research and development of graphic applications
- proficiency in functions of CAD system relating to generation of maps, plans of high complexity
- proficiency in functions of substantial complexity relating to the Office Automation Network, e.g., data basing
6. Map Design and Compilation: understanding and exercising of high levels of design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)
- understanding and exercising of high levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
7. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining and land use proposals, conveyance matters, coal mine workings map and plan production
- providing information/advice to industry, public, other Govt. agencies
8. Work Organisation: ability to plan, organise work of section staff in line with Departmental priorities, deadlines; to monitor and evaluate performance
9. Decision Making: ability to display independent technical judgement and initiative on matters of substantial complexity
10. Provision of Advice: competent in providing independent and timely advice/information of a substantial degree of complexity
11. Training: ability to provide a substantial degree of on-the-job training of section staff and co-workers
12. Interpersonal: ability to develop staff and make accurate assessment of abilities and performance
13. Communication: ability to display a superior level of oral/written liaison skills, e.g., provide staff with clear and constructive direction and advice
14. Financial Management: ability to exercise a limited degree of control over finances, e.g., provide advice on equipment purchases
15. Legislative competent to interpret substantial aspects of Mining Acts/ Interpretation: Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
16. Occupational Health and Safety: accountable/responsible for aspects of staff/client health, safety and welfare

17. EEO: understanding of and capacity to implement EEO principles
18. Corporate Plan: ability to comply with Corporate Plan objectives and contribute generally to the formulation of objectives, estimates
19. Policy: ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to section function; to provide moderate degree of input into development/review of policies/procedures

## Land Information Officer Level 5 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of high complexity, e.g., special projects, formal training, computer graphics research and development
- ability to exam work of high complexity for accuracy, completeness as required
3. Freedom to Act: substantial degree of freedom to perform tasks, i.e., act with a limited degree of guidance
4. Human Resource Management: ability to supervise training of technical staff
5. Computing: undertake data capture/editing/retrieval of high complexity relating to MRLIS (incl. geological, mining title data)
- ability to undertake extensive research and development of graphic applications
- understanding of general aspects of computer technology applications in relation to Departmental objectives
- proficiency in functions of CAD system relating to generation of maps, plans of high complexity
- proficiency in functions of substantial complexity in relation to the Office Automation Network
6. Map Design and Compilation: understanding and exercising of high levels of design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form in relation to geological/metallogenic series mapping and publications, e.g., Minfo (incl. CAD); to titles/administrative cadastral series maps/plans/diagrams (incl. survey investigation/calculation)
- understanding and exercising of high levels of reprographic techniques for both monochrome and colour reproduction (incl. use of darkroom facilities)
7. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining and land use proposals, conveyance matters, coal mine workings
- map and plan production

	providing information/advice to industry, public, other Govt. agencies
8. Work Organisation:	ability to plan, organise work (incl. training programmes) in line with Departmental priorities, deadlines; to monitor and evaluate performance
9. Decision Making:	ability to display independent technical judgement on matters of high complexity; to display pro activity
10. Provision of Advice:	competent in providing independent and timely advice/information of a high degree of complexity, e.g., training in technical and administrative functions
11. Training:	ability to plan, develop and implement formal training programs of high degree and to provide on-the-job training of Branch staff, as required
12. Interpersonal:	ability to develop staff and make accurate assessment of abilities and performance
13. Communication:	ability to display a high level of oral/written liaison skills, e.g., present information and ideas to groups
14. Financial Management:	ability to exercise a moderate degree of control over finances
15. Legislative Interpretation	competent to interpret extensive aspects of Mining: Acts/Regs. and other related and relevant legislation; of legal documents relating to land/mining title deeds
16. Occupational Health and Safety:	substantial degree of accountability/responsibility for aspects of staff/client health, safety and welfare
17. EEO:	understanding of and capacity to implement EEO principles
18. Corporate Plan:	ability to implement Corporate Plan objectives, contribute generally to the formulation of objectives, estimates
19. Policy:	ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide a moderate degree of input into review/development of policies/procedures
<b>Land Information Officer Level 6 -</b>	
1. Qualifications:	appropriate university or TAFE course
2. Complexity of Work:	competent to undertake work/projects of high complexity, e.g., management/supervision of unit and its functions  ability to critically analyse work
3. Freedom to Act:	extensive degree of freedom to perform tasks, i.e., act with a very limited degree of guidance
4. Human Resource Management:	ability to supervise/manage group(s) of technical staff, co- ordinate resources; to lead, motivate staff; to demonstrate management skills



5. Computing: ability to provide a high degree of input into review/development of policy and procedures relating to research and development of graphics applications
- understanding of extensive aspects of computer technology applications in relation to Departmental objectives
- ability to undertake a superior degree of research and development of graphic applications, as required
6. Map Design and Compilation: ability to provide a high degree of input into review/development of policy and procedures relating to design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form
- understanding of high levels of such design/compilation aspects
7. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining, land use proposals, conveyance matters, coal mine workings
- map and plan production
8. Work Organisation: providing information/advice to industry, public, other Govt. agencies ability to co-ordinate unit activities in line with Departmental priorities, deadlines; to review performance
9. Decision Making: ability to display independent technical and administrative judgement and initiative on matters of high complexity; to display pro activity
10. Provision of Advice: competent in providing independent and timely advice/information of a high degree of complexity
11. Training: ability to oversee the implementation of formal and on-the-job training in the unit
12. Interpersonal: ability to represent and negotiate with clients and others on behalf of the Branch or Department
13. Communication: ability to display a high level of oral/written liaison skills, e.g., present ideas, information, proposals clearly and effectively
14. Financial Management: ability to exercise a superior degree of control over finances, i.e., of the unit's budget
15. Legislative Interpretation: competent to interpret extensive aspects of Mining Acts/Regulations and other related and relevant legislation; of legal documents relating to land/mining title deeds
16. Occupational: Health and Safety: high degree of accountability/responsibility for aspects of staff/client health, safety and welfare
17. EEO: understanding of and capacity to implement/oversight implementation of EEO principles

18. Corporate Plan: ability to implement Corporate Plan objectives, contribute substantially to the formulation of objectives, estimates, performance indicators
19. Policy: ability to understand, implement Dept./Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide substantial degree of input into review/development of relevant policies/procedures

## Land Information Officer Level 7 -

1. Qualifications: appropriate university or TAFE course
2. Complexity of Work: competent to undertake work/projects of high complexity, e.g., management of Branch and its functions
- ability to ensure work meets quality control standards
3. Freedom to Act: ability to exercise delegated authority duties, functions  
extensive degree of freedom to manage Branch
4. Human Resource Management: ability to manage/supervise Branch technical staff, allocate/co-ordinate Branch staff resources, provide dynamic leadership; to demonstrate management skills
5. Computing: ability to provide a high degree of input into review/development of policy and procedures relating to research and development of graphics applications
- understanding of extensive aspects of computer technology applications in relation to Departmental objectives
6. Map Design and Compilation: ability to provide a high degree of input into review/development of policy and procedures relating to design/compilation/fair drawing aspects of maps/plans/diagrams in manual and digital form
- understanding of moderate levels of such design/compilation aspects
7. Map Interpretation: competent to interpret to a high degree attributes of cadastral, top cadastral, geological and metallogenic maps/plans/diagrams in relation to:
- mining, land use proposals, conveyance matters, coal mine workings
- map and plan production
- providing information/advice to industry, public, other Govt. agencies
8. Work Organisation: ability to coordinate Branch activities in line with Departmental priorities, deadlines; to delegate work, review/measure performance, adjust to change

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| 9. Decision Making:                 | ability to display independent technical and administrative judgement and initiative on matters of high complexity; to display pro activity  |
| 10. Provision of Advice:            | competent in providing independent and timely advice/information of a high degree of complexity  |
| 11. Training:                       | ability to ensure a high degree of formal and on-the-job training is implemented for all Branch staff  |
| 12. Interpersonal:                  | ability to represent and negotiate with clients and others on behalf of the Branch or Department; to encourage development of staff skills   |
| 13. Communication:                  | ability to display a high level of oral/written liaison skills, e.g., present ideas, information, proposals clearly and effectively  |
| 14. Financial Management:           | ability to exercise a high degree of control and accountability over finances, i.e., of Branch's budget  |
| 15. Legislative Interpretation:     | competent to interpret extensive aspects of Mining Acts/Regulations and other related and relevant legislation; of legal documents relating to land/mining title deeds   |
| 16. Occupational Health and Safety: | high degree of accountability/responsibility for aspects of health, safety and welfare   |
| 17. EEO:                            | understanding of and a high degree of accountability and responsibility for the implementation of EEO principles   |
| 18. Corporate Plan:                 | understanding of and a high degree of accountability/responsibility for the implementation of the Corporate Plan<br><br>ability to contribute extensively to the formulation of objectives, estimates and performance indicators |
| 19. Policy:                         | ability to understand, implement Dept/Govt. policies, procedures, legal advisings relative to Branch/Dept. functions; to provide a high degree of input into development/review of relevant policies/procedures.                 |

C. G. STAFF J.

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)  
OPERATIONAL STAFF AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 238 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

**REVIEWED AWARD**

**PART A**

**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title of the Award
2.	Definitions
3.	Salaries
4.	School Based Apprentices
5.	Saving of Rights
6.	Minimum Qualification Requirements and Commencing Rates
7.	Promotional Criteria
8.	Allowances
9.	Leading Hand Allowance - Transitional Arrangements
10.	Review of Allowances Payable in Terms of this Award
11.	Hours of Work - Day Work
12.	Hours of Work - Shift Work
13.	Overtime
14.	Public Service Holiday
15.	Job Evaluation
16.	Appeals Mechanism
17.	Grievance and Dispute Settling Procedures
18.	Deduction of Union Membership Fees
19.	Anti-Discrimination
20.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

Table 2 - Allowances

**1. Title of the Award**

- (i) This Award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Operational Staff Award.

## 2. Definitions

- (i) "Act" means - the *Public Sector Employment and Management Act 2002*.
- (ii) "Apprentice" means - an Apprentice employed in a trade covered by the Crown Employees (Skilled Trades) Award.
- (iii) "Association" means - the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (iv) "Department" means NSW Department of Trade and Investment, Regional Infrastructure and Services, as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (v) "Department Head" means the Director General of the NSW Department of Trade and Investment, Regional Infrastructure and Services as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (vi) "Director General" means the Director General, NSW Department of Premier and Cabinet as specified in Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- (vii) "Farm Assistant", "Livestock Attendant", "Senior Livestock Attendant", "Laboratory Craftsman" and "Senior Laboratory Craftsman" means - a member of staff who is appointed to a position designated as such.
- (viii) "Farm Supervisor" means - a member of staff who is appointed to a position designated as such.
- (ix) "Supervisor-Special Grade" means - a member of staff employed as a supervisor who, in the opinion of the Director of Public Employment/Department, has special responsibilities involving supervision of another supervisor and more than one major field of activity.
- (x) "Gardener-Tradesperson" means - a member of staff who has satisfactorily completed an apprenticeship in the industry of horticulture and gardening and holds the Horticulture Certificate of NSW TAFE or a certificate of equal or higher status and is engaged as a tradesperson in horticulture, gardening, green keeping, floral decoration and all phases of allied works, such as rockery building, paving, landscaping and the like. Provided that a member of staff who had been appointed as a "gardener" under the Crown Employees (Operational Staff - Department of Agriculture) Award published 1 May 1998 (304 IG 750) and who through ongoing experience described, shall for the purpose of the Award be deemed to be a gardener tradesperson.
- (xi) "Gardener-experienced" means - a member of staff, not being a gardener-tradesperson, as defined, who is appointed to act as gardener in the absence of or unavailability of a gardener-tradesperson and who, by experience, is capable of performing gardening work to a satisfactory level.
- (xii) "Gardener-labourer" means - a member of staff who is appointed to assist a gardener or to assist generally in gardening work and may be required to carry out under the supervision of a gardener any of the work set out in the definition of "gardener-tradesperson" and includes the operation of small petrol or electricity driven hand mowers and the like.
- (xiii) "Gardener-labourer 1st class" means - a garden labourer who is capable of and required from time to time to drive and/or operates motorised tractor hauled or mechanical equipment used in gardening, tree lopping, paving, kerb making, rockery building and landscaping.
- (xiv) "Handyperson" means - a member of staff who is appointed to a position designated as such and who carries out minor repairs and maintenance of farm buildings, structures and equipment.
- (xv) "Job Evaluation" means - a methodology agreed to between the parties to grade Operational Staff positions under this Award.

- (xvi) "Leading Hand" means - a member of staff who is appointed to a position designated as such and who supervises a particular operation(s).
- (xvii) "Operational Staff" means - all members of staff occupying positions described in this clause.
- (xviii) "Prior Learning" means - recognising formal skills and experience.
- (xix) "Maintenance Operator" means - a member of staff who is appointed to a position designated as such and who carries out repairs and maintenance of farm buildings, structures and equipment and is appointed to a position that requires possession of a trade qualification as a condition of employment.
- (xx) "Maintenance Supervisor" means - a member of staff who is appointed to a position of Building Supervisor that requires possession of a trade qualification as a condition of employment.
- (xxi) "Member of Staff" for the purposes of this Award, means - a person employed as an officer on probation, or officer, employed in any capacity under the provisions of Part 2 of the Act, or a temporary employee employed under section 27 of the Act, who is classified under this Award, and employed in either a casual, part time or full time capacity.
- (xxii) "Normal Work" normal work as defined in clause 17, Grievance and Dispute Settling Procedures is defined as the duties and responsibilities relevant to the Statement of Duties, or Position Description of a member, or members of staff at the time of a grievance, dispute or difficulty.
- (xxiii) "Position" means - a position as dealt with in section 9 of the *Public Sector Employment and Management Act 2002*.
- (xxiv) "Public Service" means - the Public Service of New South Wales as defined in the *Public Sector Employment and Management Act 2002*.
- (xxv) "Regulation" means - the Public Sector Employment and Management Regulation 2009.
- (xxvi) "Service" means - continuous service for salary purposes.
- (xxvii) "Salary Rates" means - the ordinary time of pay for the member of staff's grading, excluding shift allowances, weekend penalties and all other allowances not regarded as salary.
- (xxviii) "Unions" means - The Australian Workers Union, New South Wales Branch, Australian Manufacturing Workers Union, New South Wales Branch, the Electrical Trades Union of Australia, New South Wales Branch, Communications, Electrical & Plumbing Union, Plumbing Division (NSW Branch); and the Construction, Forestry, Mining and Energy Union, New South Wales Branch.

### 3. Salaries

- (i) Subject to the provisions of the Act and the Regulations thereunder, the rates of salary as set out in Table 1 - Salaries, of Part B, Monetary Rates, shall be paid to members of staff appointed to the positions specified.
- (ii) Existing allowances payable for passing prescribed annual technical college examinations shall continue to be paid to apprentices in accordance with the Crown Employees (Skilled Trades) Award.
- (iii) The salary rates in Part B, Monetary Rates, of this Award, are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award.

### 4. School Based Apprentices

- (i) Definition

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

- (ii) Wages
- (a) The hourly rates for full time apprentices as set out in this award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
  - (b) For the purposes of paragraph (ii)(a) of this clause, where a school based apprentice is a full time school student, the time spent in off-the-job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on-the-job each week.
  - (c) The wages paid for training time may be averaged over the school term or year.
  - (d) Where this award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (iii) Progression through the Wage Structure
- (a) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
  - (b) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (iv) Conversion from a school based apprentice to a full time apprenticeship
- Where an apprentice converts from a school based to a full time apprenticeship, all time spent as a full time apprentice counts for the purpose of progression through the wage scale set out in this award. This progression applies in addition to the progression achieved as a school based apprentice.
- (v) Conditions of Employment
- Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this award.

### **5. Saving of Rights**

No member of staff employed in the Department under another award, agreement, or determination on 27 March 1997, or thereafter, who is re-classified under this award shall receive a salary which is less than the salary received under the member of staff's former award, agreement or determination.

### **6. Minimum Qualification Requirements and Commencing Rates**

- (i) The commencing rate of pay for a member of staff who is appointed to a position of Farm Assistant shall be the rate of pay prescribed for Grade 1, Step 1.
- (ii) The commencing rate of pay for a member of staff who is appointed to a position of Operator (Prickly Pear) shall be the rate of pay prescribed for Grade 1, Step 1.
- (iii) The commencing rate of pay for a member of staff who is appointed to a position of Garden Labourer shall be the rate of pay prescribed for Grade 1, Step 1.
- (iv) The commencing rate of pay for a member of staff who is appointed to a position of Handyperson shall be the rate of pay prescribed for Grade 1, Step 3.
- (v) The commencing rate of pay for a member of staff who is appointed to a position of Garden Labourer 1st Class shall be the rate of pay prescribed for Grade 1, Step 3.

- (vi) Except as provided by subclause (iii) of clause 9 of this Award, the commencing rate of pay for a member of staff who is appointed to a position of Leading Hand shall be the rate of pay prescribed for Grade 2, Step 1.
- (vii) The commencing rate of pay for a member of staff who is appointed to a position of Gardener-Experienced shall be the rate of pay prescribed for Grade 2, Step 1.
- (viii) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Operator and who possesses a trade qualification, other than plumbing or electrical, shall be the rate of pay prescribed for Grade 2, Step 2.
- (ix) The commencing rate of pay for a member of staff who is appointed to a position of Supervisor (Prickly Pear) shall be the rate of pay prescribed for the second year of service for Grade 2, Step 2.
- (x) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Operator and who possesses a plumbing trade qualification shall be the rate of pay prescribed for Grade 2, Step 3.
- (xi) The commencing rate of pay for a member who is appointed to a position of Gardener-tradesperson shall be the rate of pay prescribed for Grade 2, Step 3.
- (xii) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Operator and who possesses an electrical trade qualification shall be the rate of pay prescribed for Grade 3, Step 1.
- (xiii) The commencing rate of pay for a member of staff who is appointed to a position of Fitter Operator shall be the rate of pay prescribed for Grade 3, Step 3 (however, this rate must not fall below the prescribed rate under the Crown Employee (General Staff - Salaries) Award 2007).
- (xiv) The commencing rate of pay for a member of staff who is appointed to a position of Farm Supervisor of a B Grade Research Station shall be the rate of pay prescribed for Grade 4, Step 1.
- (xv) The commencing rate of pay for a member of staff who is appointed to a position of Farm Supervisor of an A Grade Research Station shall be the rate of pay prescribed for Grade 5, Step 1.
- (xvi) The commencing rate of pay for a member of staff who is appointed to a position of Gardener Supervisor shall be the rate of pay prescribed for Grade 5, Step 2.
- (xvii) The commencing rate of pay for a member of staff who is appointed to a position of Gardener Supervisor Special Grade shall be the rate of pay prescribed for Grade 5, Step 3.
- (xviii) The commencing rate of pay for a member of staff who is appointed to a position of Maintenance Supervisor shall be the rate of pay prescribed for Grade 6, Step 1.

#### **7. Promotional Criteria**

- (i) Promotion between grades shall be by appointment subject to the occurrence of a vacancy and by a competitive selection process.
- (ii) Movement within the incremental range of a grade shall be subject to the acquisition of relevant National Competency Points at the required Australian Qualification Framework (AQF) Level necessary to justify progression to that higher salary level. The specific progression requirements are set out in the Operational Staff Workplace Assessment and Progressional Criteria Handbook.

#### **8. Allowances**

- (i) A member of staff employed upon any chokage and who is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material or a scupper containing sewerage or if the



member of staff is required to work in a septic tank in operation, shall be paid an additional amount per day or part of a day as set out in Item 1 of Table 2 - Allowances, of Part B, Monetary Rates.

- (ii) A Maintenance Supervisor or a Maintenance Operator who, as a condition of their employment, is required to possess and use a trade licence shall, in addition to the rate of pay prescribed in clause 3, Salaries, be paid any of the allowances as set out in Item 2 of Table 2 as is deemed appropriate.
- (iii) A Maintenance Supervisor, Maintenance Operator or an Apprentice who, as a condition of their employment, is required to provide their normal tools of trade shall, in addition to the rate of pay prescribed in clause 3, Salaries, be paid the allowance as set out in Item 3 of Table 2 as is deemed appropriate.

Part-time and casual employees shall be paid the hourly equivalent of the abovementioned rates respectively, calculated as follows:

$$\frac{\text{Appropriate annual allowance}}{52.17857143} \times \frac{1}{38}$$

- (iv) Any Operational Staff Grade 2 or above who retain the Leading Hand Allowance as a result of operation of the transitional arrangements prescribed by clause 9 of this Award shall, in addition to the appropriate rate of pay prescribed in clause 3, Salaries, be paid an allowance as set out in Item 4 of Table 2 - Allowances, of Part B, Monetary Rates. That allowance is to be superable and is to be regarded as salary for all purposes.
- (v) Operational Staff who are required to work a broken shift shall be paid an amount per day extra as set out in Item 5 of Table 2 - Allowances, of Part B, Monetary Rates.
- (vi) Operational Staff shall be paid the appropriate working dog allowance as set out in Item 6 of Table 2 - Allowances, of Part B Monetary Rates where the relevant Research Station Manager certifies that the use of staff member's working dog(s) is/are necessary for the efficient conduct of the station's operations.
- (vii)
  - (a) A member of staff appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such member of staff as specified in Item 7 of Table 2 - Allowances, of Part B Monetary Rates.
  - (b) The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds four weeks.
  - (c) When the First Aid Officer is absent on leave for one week or more and another qualified member of staff is selected to relieve in the First Aid Officer's position, such member of staff shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- (viii) A member of staff required to work more than one and one half hours after the ordinary ceasing time shall be provided with a meal or be paid the appropriate Overtime Meal Allowance as set out Item 8 of Table 2 - Allowances, of Part B Monetary Rates for such a meal and after the completion of each four hours of continuous overtime thereafter shall be paid the appropriate rate as set out in Item 8 of Table 2 - Allowances, of Part B Monetary Rates for each subsequent meal in addition to the overtime payment.
- (ix) A Maintenance Operator required to hold and act upon a First Class Refrigeration Certification issued by the Department of Industrial Relations or equivalent current NSW certification shall be paid the rate as set out in Item 9 of Table 2 - Allowances, of Part B Monetary Rates.

### 9. Leading Hand Allowance - Transitional Arrangements

- (i) Any Operational Staff Grade 2 or above who receives the Leading Hand Allowance as at the date of the first advertisement of the substantive positions of Leading Hand established by the former Crown

Employees (Operational Staff - NSW Agriculture) Award published 15 November 2002 (337 I.G. 1) will not be financially disadvantaged in the following circumstances:

- (a) where successful in their application for a position of Leading Hand;
- (b) where unsuccessful in the application for a position of Leading Hand; or
- (c) where no application is made for a position of Leading Hand.

Such member of staff shall retain their existing allowance until they retire, resign or are promoted. The Leading Hand allowance payable to such member of staff will continue to be adjusted as prescribed by clause 10, Review of Allowances. Such members of staff who do not occupy a substantive position of Leading Hand, but who retain the Leading Hand Allowance can be called upon to perform Leading Hand duties as the need arises whilst in receipt of this allowance. In all other situations payment of the Leading Hand Allowance will cease with the substantive appointment of Leading Hands at the respective locations.

- (ii) Trade based Operational Staff who are appointed to substantive Leading Hand positions can be required to perform duties associated with the trade(s) they possess in addition to their Leading Hand duties.
- (iii) Any Operational Staff Grade 1 who received a Leading Hand Allowance immediately prior to being appointed to a substantive position of Leading Hand would commence on Grade 2, Step 2 to avoid any salary reduction arising from the cessation of the Leading Hand Allowance and progress thereafter subject to the agreed competency based progression criteria.

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

- (i) Adjustment of Allowances - Allowances contained in clause 8, Allowances, of this award shall be reviewed as follows:
  - (a) The following allowances shall be reviewed in accordance with variations to the Crown Employees (Public Sector - Salaries 2008) Award or any replacement award:
    - Chokage Allowance
    - Licence and Registration Allowances
    - Leading Hand Allowance
    - Broken Shift Allowance
    - First Aid Allowance
    - Refrigeration Allowance
  - (b) Tool Allowances shall be reviewed in accordance with variations to the Crown Employees (Skilled Trades) Award, or any replacement award
  - (c) Overtime Meal Allowances shall be reviewed in accordance with variations to Meal Allowances prescribed by the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced..
- (ii) Dog Allowances shall be adjusted on 1 January each year in line with the increases in the Consumer Price Index for Sydney during the preceding calendar year.

#### **11. Hours of Work - Day Work**

- (i) The ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a rostered work cycle:

- (a) Except in the case of members of staff engaged in attending livestock, the ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday, inclusive, with nineteen working days of eight hours each between the hours of 6:00 am and 6:00 pm, with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked, or a system of nine working days each fortnight between Monday and Friday, inclusive, consisting of eight days at 8.5 hours, one day at 8 hours, and one day being a rostered day off.
- (b) The ordinary working hours of members of staff engaged in attending livestock shall be worked as a twenty day, four week cycle of five days per week during the period Monday to Saturday inclusive within nineteen working days of eight hours each between the hours of 6:00 am and 6:00 pm, with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
- (c) The rostered day off shall be a Monday or a Friday within the working cycle provided that by agreement of the Department and the member of staff, the rostered day off may be taken on any other day within the work cycle or accrued as an entitlement for a day off to be taken in a subsequent work cycle.

Provided further that no member of staff shall be entitled to accrue more than six rostered days off under the terms of this subsection. All rostered days off shall be taken by the member of staff as leisure days off, and except as provided for in this subsection, no work shall be performed by a member of staff on their rostered off day or days.

- (d) A roster of days off (provided for under this subsection) for each member of staff shall be notified to staff prior to the commencement of each working cycle. Unless otherwise decided by mutual agreement staff shall be provided with seven (7) working days notice of a change in roster, provided that, in the case of an emergency situation, forty-eight (48) hours notice of a change in roster may be given by the Department.
- (e) Where such rostered day off prescribed by this subclause falls on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that work cycle (or the next work cycle) is agreed in writing between the Department and the member of staff.
- (f) Each day of paid leave taken and any public holidays occurring during the work cycle shall be regarded as a day worked for accrual purposes.
- (g) A member of staff who has not worked a complete work cycle, shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- (h) Members of staff shall commence and cease work at their headquarters or other usual or constant location or as otherwise reasonably directed by the Department.
- (i) Members of staff shall be entitled to a meal break each day of not less than half an hour in duration provided that the said meal break shall be taken between 11:30 am and 1:30 pm at a time convenient to the Department.
- (j) A tea break during the morning period of not more than twenty minutes duration shall be allowed to each individual member of staff, at a time to be arranged by the Department without deduction from their salaries. The Department may grant a tea break of not more than ten minutes duration during both the morning and afternoon periods of the working day in lieu of 20 minute morning tea break.

**12. Hours of Work - Shift Work**

- (i) The ordinary working hours for shift work shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle:
- (a) The ordinary working hours for shift work shall be worked as twenty-day four-week cycle of five days per week during the period Monday to Sunday inclusive (except broken shifts) with nineteen working days of eight hours each, with 0.4 of one hour on each shift accruing as an entitlement to take one rostered shift off in each work cycle as a shift off paid for as though worked.
  - (b) The rostered shift off shall be Monday or a Friday within the working cycle provided that by agreement of the Department and the member of staff the rostered shift off may be taken on any other day within the work cycle or accrued as an entitlement for a shift off to be taken in a subsequent work cycle. Provided further, that no member of staff shall be entitled to accrue more than six shifts off under the terms of this subsection. All rostered shifts off shall be taken by the member of staff as a leisure day off, and except as provided for in this subsection no work shall be performed by a member of staff on their rostered off shift or shifts.
  - (c) A roster of shifts off (provided for under this subsection) for each member of staff shall be notified to members of staff prior to the commencement of each working cycle. Unless otherwise decided by mutual agreement staff shall be provided with seven (7) working shifts notice of change in roster provided that in the case of an emergency situation, forty-eight (48) hours notice of change in roster may be given by the Department.
  - (d) Where such rostered shift off prescribed by this subclause falls on a public holiday as defined in the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or replaced, the next working day shall be taken in lieu of the rostered shift off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the member of staff.
  - (e) Each shift of paid leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a shift worked for accrual purposes.
  - (f) A member of staff who has not worked a complete four-week cycle shall receive pro-rata accrued entitlements for each shift worked (or each fraction of a shift worked) or regarded as having been worked in such cycle, payable for the rostered shift off or, in the case of termination of employment, on termination.
  - (g) Shift workers shall be allowed a meal break of at least twenty minutes which shall be counted as time worked at a time convenient to the Department.

## (ii) Shift Allowances

Shift workers shall be paid the following shift allowances:

Shift	Commencing Time	Allowance in Addition to Ordinary Rate
Day	at or after 6am	Nil
Afternoon	at or after 10am and before 1pm	10%
Afternoon	at or after 1pm and before 4pm	12½%
Night	at or after 4pm and before 4am	15%
Night	at or after 4am and before 6am	10%

Provided that shift allowances shall not be paid in respect of work done at weekends or on public holidays.

(iii) Penalty Rates

Shift workers shall be paid the following rates in respect of work done at weekends or on public holidays.

(a) Weekends

The rate payable to shift workers for work done between midnight Friday and midnight Saturday shall be ordinary time and a half. The rate payable to shift workers for work done between midnight Saturday and midnight Sunday shall be ordinary time and three quarters.

(b) Public Holidays

The rate payable to shift workers for work done on a public holiday shall be double time and a half.

(iv) Members of staff, other than Operational Staff involved in Dairy Operations, shall not be required to work shift work without the prior agreement of the Association or the appropriate Union.

### 13. Overtime

(i) For the purposes of this award, the Department Head or a person authorised by the appropriate Department Head, may require a member of staff to perform duty beyond the hours determined under clause 11 Hours of Work - Day Work and clause 12 Hours of Work - Shift Work of this award, but only if it is not unreasonable for the member of staff to be required to do so. A member of staff may refuse to work overtime in circumstances where the working of such overtime would result in the member of staff working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the member of staff's prior commitments outside the workplace, particularly the member of staff's family and carer responsibilities, community obligations or study arrangements;
- (b) any risk to member of staff health and safety;
- (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
- (d) the notice (if any) given by the Department Head regarding the working of the overtime, and by the member of staff of their intentions to refuse overtime; or
- (e) any other relevant matter.

(ii) Except as hereinafter provided, overtime at the rate of time and one half for the first two hours and double time thereafter shall be paid for all time worked:

- (a) in excess of the daily number of rostered hours in one day; or
- (b) outside the limits of clauses 11 and 12, Hours of Work.

(iii) Except as provided for in clause 12, all work performed on Sundays and Public Holidays shall be paid for at the rate of double time and double time and a half respectively. A member of staff required to work on a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the rate of double time or double time and a half respectively.

(iv) In calculating overtime rates, the allowances referred to in clause 12 of the award shall be disregarded.

(v) A member of staff recalled to work overtime after 6:00 pm on any day other than a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the appropriate overtime rate. On each recall the member of staff may be required to work 4 hours.

- (vi) A member of staff who works so much overtime-
- (a) between the termination of their ordinary work day or shift, and the commencement of their ordinary work in the next day or shift, that the member of staff has not had at least ten consecutive hours off duty between these times;
  - (b) or on Saturdays, Sundays and Holidays, not being ordinary working days or on a rostered day off, without having had ten consecutive hours off duty in the twenty-four hours preceding their ordinary commencing time on their next ordinary day or shift, shall, subject to this subclause, be released after completion of such overtime until the member of staff has had ten hours off duty without loss of pay for ordinary working time occurring during such absence.  
  
Provided that, if on the instructions of the Department, such a member of staff resumes, or continues to work, without having had such ten consecutive hours off duty the member of staff shall be paid at double rates until released from duty for the ten hour period and shall then be entitled to be absent until the member of staff has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (c) The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for ten hours when overtime is worked-
    - (1) For the purpose of changing shift rosters, or
    - (2) Where a shift worker does not report for duty and a day worker or a shift worker is required to replace such shift worker, or
    - (3) Where a shift is worked by arrangement between the members of staff themselves.
- (vii) A member of staff who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
- (viii) Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1pm which meal break shall be taken without loss of pay.
- (ix) Saturday Work - Day Workers All ordinary time worked on Saturdays in accordance with paragraph (i)(b) of clause 11, Hours of Work - Day Work of this Award shall be paid for at the rate of time and a half.
- (x) Leave in Lieu of Payment A member of staff approved to work overtime may, within two working days following such work, elect to take leave in lieu of payment for all or part of the entitlement in respect of the time so worked. Such leave in lieu shall accrue at the rates specified for overtime in this Award i.e., such leave in lieu shall accrue at the equivalent computed overtime rate.

Provided that:

- (a) Where the member of staff elects to receive leave in lieu of payment such leave in lieu shall be taken at the convenience of the Department.
- (b) Such leave in lieu shall be taken in multiples of quarter day only.
- (c) Subject to the convenience of the Department, leave in lieu shall be taken within three months of the date accrual, except in the case of leave in lieu in respect of work performed on a public holiday, in which case an officer may elect to have such leave in lieu added to annual leave credits.

- (d) A member of staff shall be entitled to payment for the balance of any overtime entitlement not taken as leave in lieu.
- (xi) Wherever practicable, overtime at each Station/Centre/Institute will be equitably shared between members of staff on the classification required to work such overtime.

#### **14. Public Service Holiday**

- (i) The Public Service Holiday as prescribed by Clause 10 (2) of the Regulation shall be a Public Service Holiday/Union Picnic Day for Operational Staff covered by this Award and shall be in lieu of any other Picnic Day.
- (ii) All Operational Staff shall, as far as practicable, be given and shall take this day as the Public Service Holiday/Union Picnic Day and shall be paid therefore as for eight hours' work at the rate prescribed in clause 3, Salaries, of this Award. Any member of staff required to work on such day shall be paid at the rate of double time and a half for not less than four hours' work. Provided that a member of staff who is required to work on the Public Service Holiday/Union Picnic Day and who fails to comply with such requirement shall not be entitled to payment for the day.

#### **15. Job Evaluation**

- (i) Positions classified as Operational Staff shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, Director General and Associations/Unions, or any other methodology agreed between the parties during the operation of this Award to grade Operational Staff positions.
- (ii) The grading of Operational Staff positions shall be carried out in consultation between the Department and Associations/Unions using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Positions will be evaluated and graded from time to time in the following circumstances:
  - (a) where the nature of a position is significantly changed, or a new position is created.
  - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate and grade the position prior to advertising the vacancy.
  - (c) at the request of any party to this Award provided that the position occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.
- (iv) Where a member of staff's position is evaluated as falling within a lower or higher grading than that to which the member of staff is presently appointed, then the Department:
  - (a) will examine the feasibility of initiating work redesign changes to the position in order to seek to justify the position's salary range at its existing grading level, or;
  - (b) adhere to existing statutory and related Public Service policies on filling regraded positions if initiating action under paragraph (a) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

#### **16. Appeals Mechanism**

- (i) A member of staff shall have the right to appeal any decision made by the Department in relation to their performance assessment review.
- (ii) Members of staff shall submit a written submission outlining their case to the Director, Industrial Relations within 28 days of the decision being appealed.

- (iii) The Director, Industrial Relations shall constitute an appeals committee made up of one Management representative (who shall not be the appellant's immediate supervisor), one relevant Association/Union representative and one peer that is acceptable to both Management and the Association/Union.
- (iv) The appeal shall be heard within 28 days of it being lodged and the recommendation of the committee shall be forwarded to the Department Head or nominee for decision.
- (v) The decision of the Department Head or nominee shall be forwarded to the member of staff concerned within 7 working days of the appeal being heard.

#### **17. 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 Department, if required.
- (ii) A member of staff 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 member of staff 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 member of staff 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 member of staff 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 Director General for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A member of staff, at any stage, may request to be represented by the Association/Union.
- (ix) The member of staff or the Association/Union 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.
- (x) The member of staff, Association/Union, Department and Director General 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 (ix) 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 member of staff or member of the public.



### 18. Deduction of Union Membership Fees

- (i) The union/association shall provide the Department with a schedule setting out fortnightly membership fees payable by members of the union/association in accordance with the union's/association's rules.
- (ii) The union/association shall advise the Department of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union/association fortnightly membership fees payable shall be provided to the Department at least one month in advance of the variation taking effect.
- (iii) Subject to subclauses (i) and (ii) of this clause, the Department shall deduct union/association fortnightly membership fees from the pay of any member of staff who is a member of the union/association in accordance with the union's/association's rules, provided that the member of staff has authorised the Department to make such deductions.
- (iv) Monies so deducted from member of staff's pay shall be forwarded regularly to the union/association together with all necessary information to enable the union/association to reconcile and credit subscriptions to members of staff union/association membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union/association, all union/association membership fees shall be deducted on a fortnightly basis.
- (vi) Where a member of staff has already authorised the deduction of union/association membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the member of staff to make a fresh authorisation in order for such deductions to continue.

### 19. 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.
  - (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."

## 20. Area, Incidence and Duration

- (i) This award shall apply to Operational Staff described in clause 2, Definitions of this Award, in the NSW Department of Trade and Investment, Regional Infrastructure and Services.
- (ii) The members of staff 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 *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 2009*, the *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award* or any awards replacing these awards.
- (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 Commissioner of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 March 2012.

Changes made to this award subsequent to it first being published on 26 December 2008 (366 I.G. 1513) have been incorporated into this award as part of the review.

- (iv) 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 - Salaries

Effective from the beginning of the first pay period to commence on or after 1 July 2011

(A) Full time (Annual Rate)		Common Salary Point	1.07.11 Per Annum \$
Junior	Under 17	-	30,168
	at 17 years	-	36,632
Grade 1	Step 1	-	43,095
	Step 2	26	44,688
	Step 3	29	45,896
	Step 4	33	47,490
Grade 2	Step 1	36	48,816
	Step 2	39	50,205
	Step 3	43	52,102
	Step 4	46	53,407
Grade 3	Step 1	46	53,407
	Step 2	50	55,509
	Step 3	53	56,993
Grade 4	Step 1	56	58,604
	Step 2	60	60,889
	Step 3	63	62,814

Grade 5	Step 1	63	62,814
	Step 2	66	64,714
	Step 3	70	67,267
Grade 6	Step 1	73	69,227
	Step 2	76	71,256
	Step 3	80	74,080
(B) Apprentices Full-time (Weekly Rate)			Per Week
Year 1		-	431.42
Year 2		-	569.49
Year 3		-	725.60
Year 4		-	824.41

**Table 2 - Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	8 (i)	Chokage Allowance per day or part thereof	8.06
2	8 (ii)	Maintenance Operator - Licence & Registration Allowances Electricians Licence                   A Grade B Grade Registration Allowance (a) Plumber's Licence (b) Gasfitter's Licence (c) Drainer's Licence (d) Plumber's/Gasfitter's Licence (e) Gasfitter's/Drainer's Licence (f) Plumber's/Drainer's Licence (g) Plumber's/Gasfitter's/Drainer's Licence	Per annum 2,245 1,207 1,690 2,219 2,219 1,913 2,961 2,961 2,961 4,086
3	8 (iii)	Maintenance Operator & Apprentice Tool Allowances Carpenter Electrician Plumber Motor Mechanic Fitter & Turner Welder	Per week 28.10 18.90 28.10 28.10 28.10 28.10
4	8 (iv)	Leading Hand Allowance Per Annum	1,956
5	8 (v)	Broken Shift Allowance Per Day	12.45
6	8 (vi)	Dog Allowance Not Found - 1 Dog* Per Week Dog Allowance Not Found - 2 Dogs* Per week Dog Allowance - 1 Dog Per week Dog Allowance - 2 Dogs Per week	3.28 6.53 9.42 18.85

7	8 (vii)	Occupational First Aid Allowance Per week	22.14
		First Aid Allowance Per week	14.86
8	8 (viii)	Overtime Meal Allowance	
		First Meal	26.45
		Subsequent Meals	26.45
9	8 (ix)	Refrigeration Allowance Per Annum	592.00

\* Where dog is fed meat supplied by the Department

C. G. STAFF J.

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**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)  
PROFESSIONAL OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 239 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

**REVIEWED AWARD**

**Arrangement**

**PART A**

Clause No.	Subject Matter
1.	Title of the Award
2.	Definitions
3.	Salaries
4.	Savings of Rights
5.	Progression Criteria
6.	Appeals Mechanism
7.	Minimum Qualification Requirements and Commencing Rates
8.	Allowances
9.	Job Evaluation
10.	Grievance and Dispute Settling Procedures
11.	Anti-Discrimination
12.	Deduction of Union Membership Fees
13.	Area, Incidence and Duration

**PART B**

**MONETARY RATES**

Table 1 - Salaries

Table 2 - Other Rates and Allowances

**PART A**

**1. Title of the Award**

This Award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Professional Officers Award.

**2. Definitions**

- (i) "Act" means the Public Sector Employment and Management Act 2002.
- (ii) "Association/Union" means the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales or the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch).

- (iii) "Director General" means the Director General, Department of Premier and Cabinet, as established under the Public Sector Employment and Management Act 2002.
- (iv) "Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services, as specified in Schedule 1 of the Public Sector Employment and Management Act 2002.
- (v) "Department Head" means the Director-General of the NSW Department of Trade and Investment, Regional Infrastructure and Services.
- (vi) "Job Evaluation" means a methodology agreed between the parties to grade Professional Officer positions under this Award.
- (vii) "Member of Staff" for the purposes of this Award, means a person employed as an officer on probation, or officer, employed in any capacity under the provisions of Part 2.3 of the Act, or a temporary employee employed under Part 2.4 of the Act, who are classified under this Award, and employed in either a part-time or full-time capacity, or a casual employee employed under Part 2.6 of the Act and who is classified under this Award.
- (viii) "Normal Work" as defined in clause 10, Grievance and Dispute Settling Procedures, is defined as the duties and responsibilities relevant to the Statement of Duties, or Position Description, of a member or members of staff, at the time of a grievance, dispute or difficulty.
- (ix) "Position" means a position as dealt with in section 9 of the *Public Sector Employment and Management Act 2002*.
- (x) "Professional Officer" means and includes all members of staff permanently, temporarily or casually employed under the provisions of the Act, who at or after the date of this Award, occupied a position of, and were classified as, a Professional Officer under this Award, and who meet the minimum qualification requirements pursuant to clause 7, Minimum Qualification Requirements and Commencing Rates.
- (xi) "Public Service" means the Public Service of New South Wales as defined in the Public Sector Employment and Management Act 2002.
- (xii) "Regulation" means the Public Sector Employment and Management Regulation 2009, as amended.
- (xiii) "Service" means continuous service for salary purposes.
- (xiv) "Salary Rates" means the ordinary time rate of pay for the member of staff's grading, excluding shift allowances, weekend penalties, and all other allowances not regarded as salary.

### **3. Salaries**

The rates of salary shall be paid to officers appointed to the positions specified as set out in Table 1 - Salaries, of Part B, Monetary Rates.

### **4. Savings of Rights**

At the time of making of this award, no member of staff covered by this award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this award.

### **5. Progression Criteria**

- (i) A member of staff who has been in receipt of the maximum salary prescribed for their Grade for 12 months shall be eligible to progress to the next Grade, up to Grade 4, subject to satisfying the progression criteria, other than Research Station Managers.

- (ii) Research Station Managers can be graded at level 3, 4 or 5 of the Professional Officers' scale. Research Station Managers shall commence at the minimum rate of the grade applicable to the position appointed and are ineligible to progress beyond the single grading of their position unless promoted following the occurrence of a vacancy.
- (iii) Single graded positions above Grade 4 will only be filled by competitive selection, subject to a substantive vacancy.

#### **6. Appeals Mechanism**

- (i) A member of staff shall have the right to appeal any decision made by the Department in relation to progression between Grade 1 and Grade 4.
- (ii) A member of staff who wishes to appeal against a decision refusing progression between grades, pursuant to subclause (i) of clause 5, Progression Criteria must submit a written submission outlining their case to the Director Industrial Relations within twenty eight (28) days of being advised of the decision.
- (iii) The Director Industrial Relations shall constitute an appeals panel consisting of one (1) Management representative, one (1) Association representative, and one (1) peer acceptable to the Department and Association.
- (iv) The appeals panel shall meet within twenty-eight (28) days of an appeal being lodged by a member of staff. The appeals panel shall forward their written recommendation on hearing the appeal to the Department Head, or delegated member of staff, for approval.
- (v) The Department Head, or delegated member of staff, shall advise the member of staff who has lodged the appeal of their decision on the appeal within seven (7) days of the appeal being heard.
- (vi) This appeals procedure does not cover matters dealt with by the Industrial Relations Commission of New South Wales.

#### **7. Minimum Qualification Requirements and Commencing Rates**

The qualifications described in subclauses (i) to (v) of this clause describe the minimum tertiary qualifications required for classification as a Professional Officer.

- (i) The commencing rate of salary payable to a member of staff who has obtained a degree, or equivalent qualifications, at a recognised University or tertiary institution, requiring a minimum of three years full time study, or other qualifications deemed by the Department to be the equivalent thereof shall be the rate prescribed for the first year of service at Grade 1.
- (ii) The commencing rate of salary payable to a member of staff who has in addition to the qualifications specified in subclause (i) of this clause, has completed an additional course study to qualify for degree honours, or has obtained a degree and additional qualifications at a recognised University, and/or tertiary institution, requiring a minimum of four years full time study, or qualifications deemed by the Department to be equivalent thereof, shall not be less than the rate prescribed for Grade 1 Year 2.
- (iii) The commencing rate of salary payable to a member of staff who has obtained a relevant post-graduate degree at a recognised University, or other qualifications deemed by the Department to be the equivalent thereof, shall not be less than the rate prescribed for Grade 1 Year 3.
- (iv) The commencing rate of salary payable to a member of staff who has obtained a degree in Veterinary Science which is registrable in NSW shall not be less than the rate prescribed for Grade 1 Year 4.
- (v) Appointment to either a Grade 8 or 9 position, is not dependent on degree, or post-graduate degree qualifications. For consideration for appointment to a vacant Grade 8 or 9 position, the member of staff who applies for a vacant position at either Grade will have been assessed to hold generic competencies comparable to Levels 7 or 8, of the Australian Qualification Framework (AQF), accredited by the

National Training Authority, or to have been assessed as holding generic competencies for Levels 7 and 8 (ASF) which may be developed for National Competency Standards - Public Administration, during the operation of this Award.

### **8. Allowances**

- (i) A member of staff who is appointed as an Officer in Charge of a Veterinary Laboratory shall be paid an allowance of an amount as set out in Item 1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, which shall be calculated as part of the members of staff's salary for all purposes.
- (ii) Members of staff appointed to the position of Officer in Charge of a Veterinary Laboratory shall be appointed for a period of up to two (2) years, with all future appointees to this position being determined by merit selection following internal advertisement through the relevant Veterinary Laboratory.
- (iii) The allowance referred to in subclause (i) of this clause shall be subject to all adjustments made in relation to Allowances included in the Crown Employees (Public Sector - Salaries 2008) Award, or any other subsequent Award(s) establishing allowances in the public service.

### **9. Job Evaluation**

- (i) Positions classified as Professional Officers shall be graded in accordance with the accredited Job Evaluation methodology agreed by the Department, the Director General and Associations, or any other methodology agreed between the parties during the operation of this Award to grade Professional Officer positions.
- (ii) The grading of Professional Officers positions shall be carried out in consultation between the Department and Associations using the Department's Joint Consultative Committee. This Committee shall be the forum for negotiation and consultation on the operation of the Department's Job Evaluation methodology during the operation of this Award.
- (iii) Positions will be evaluated and graded from time to time in the following circumstances:
  - (a) where the nature of a position is significantly changed, or a new position is created;
  - (b) where a position falls vacant, the Department can determine whether it is necessary to evaluate and grade the position prior to advertising the vacancy; and
  - (c) at the request of any party to this Award provided that the position occupied by the member of staff has not been evaluated and graded for a minimum of twelve (12) months.
- (iv) Where a member of staff's position is evaluated as falling within a lower or higher grading than that to which the member of staff is presently appointed, then the Department:
  - (a) will examine the feasibility of initiating work redesign changes to the position in order to seek to justify the position's salary range at its existing grading level, or;
  - (b) adhere to existing statutory and related Public Service policies on filling regraded positions if initiating action under paragraph (a) of this subclause is determined to be inconsistent with maintaining Department efficiency, or otherwise impracticable.

### **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 appropriate Department, if required.
- (ii) A member of staff 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 member of staff 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 member of staff 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 member of staff 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 Director General for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A member of staff, at any stage, may request to be represented by the Association.
- (ix) The member of staff 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.
- (x) The member of staff, Association, Department and the Director General 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 member of staff 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 of 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 the 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 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 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. Deduction of Union Membership Fees**

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

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

The members of staff 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 Public Sector Employment and Management Act 2002, the Public Sector Employment and Management Regulation 2009, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any replacement awards.

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 30 March 2012.

Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 309) have been incorporated into this award as part of the review.

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 - Salaries**

Effective from the beginning of the first pay period to commence on or after 1.07.2011

(A) Full Time		Annual Rate \$	SP
Grade 1	Year 1	53,407	46
	Year 2	55,509	50
	Year 3	58,604	56
	Year 4	63,425	64
	Year 5	67,267	70
	Year 6	71,256	76
Grade 2	Year 1	74,745	81
	Year 2	76,961	84
	Year 3	79,306	87
	Year 4	82,491	91
Grade 3	Year 1	85,928	95
	Year 2	88,660	98
	Year 3	90,426	100
	Year 4	93,026	103
Grade 4	Year 1	96,742	107
	Year 2	99,640	110
	Year 3	102,572	113
Grade 5	Year 1	105,602	116
	Year 2	107,710	118
Grade 6	Year 1	111,025	121
	Year 2	114,457	124
Grade 7	Year 1	118,200	127
	Year 2	122,128	130
Grade 8	Year 1	128,094	132
	Year 2	134,547	133
Grade 9	Year 1	141,356	134
	Year 2	148,511	135

**(B) Part-Time Hourly Rate Formulae**

$$\frac{\text{Annual Salary}}{260.8929} \times \frac{5}{35} = \text{1 hours pay}$$

**Table 2 - Other Rates and Allowances****Effective from the beginning of the first pay period to commence on or after 1.07.2011**

Item No	Clause No	Brief Description	Amount \$
1	8(i)	OIC Veterinary Laboratory	6,302 per annum

C. G. STAFF J.

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**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND  
HERITAGE - ROYAL BOTANIC GARDENS AND DOMAIN TRUST,  
BUILDING AND MECHANICAL TRADES STAFF) AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 207 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

**REVIEWED AWARD**

PART A

**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Definitions
4.	Intention
5.	Effects of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006
6.	Wage Rates
7.	General Conditions of Employment
7A.	School Based Apprentices
8.	Consultative Committee
9.	Dispute Resolution Procedures
10.	Classification Standards
11.	Anti-Discrimination
12.	Salary Packaging Arrangements including Salary Sacrifice to Superannuation
13.	No Extra Claims
14.	Area, Incidence and Duration
15.	Savings and Rights

PART B

RATES AND ALLOWANCES

Table 1 - Rates of Pay

Table 2 - Allowances

**PART A**

**1. Title**

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

**2. Parties**

- 2.1 Award has been made between the following parties:

The Director Department of Premier and Cabinet (DPC) for the Office of Environment and Heritage (OEH);

Construction, Forestry, Mining Energy Union;

Communications Electrical Electronic Energy Information Postal Plumbing and Allies Services Union of Australia (CEPU Plumbers Division NSW Branch).

### 3. Definitions

Act means the *Public Sector Employment and Management Act 2002*.

Award means this Award.

OEH means the Office of Environment and Heritage.

Organisation means the Office of Environment and Heritage.

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

DPC means the Director of Department of Premier and Cabinet, as established under the *Public Sector Employment and Management Act 2002*.

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

Staff means and includes all persons permanently or temporarily employed under the provisions of the Act, or by the Office of Environment and Heritage.

in respect of areas covered by the *Royal Botanic Gardens and Domain Trust Act 1980* 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 or employed in one of such positions.

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

Union means the:

Construction, Forestry, Mining Energy Union (CFMEU);

Communications Electrical Electronic Energy Information Postal Plumbing and Allies Services Union of Australia (CEPU Plumbers Division NSW Branch); having regards for their respective coverage.

### 4. Intention

- 4.1 It is intended that this Award will align the wages of the staff employed under this Award with the staff employed under the Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Consent Award 2004 published 1 April 2005 (349 I.G. 804).
- 4.2 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.
- 4.3 The Award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff, and the community.

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

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

## 6. Wage Rates

- 6.1 The wage rates paid to staff covered by this award are specified in Part B, Rates and Allowances, Table 1 and allow for:
- 2.5% increase in salaries to commence with effect from the first full pay period following 1 July 2011.
- The increase, insofar as the application of back pay, will only apply to employees who were employed at 1 July 2011.
- 6.2 The increases as provided for in subclause 6.1 above give effect to the Memorandum of Understanding signed by the parties to this Award and reflects the parties assessment of the amount necessary to compensate for work value changes, special case considerations, productivity and efficiency improvements which impact on the group covered by this Award.
- 6.3 Apprentice Trades staff shall be paid a percentage of the rate of pay applicable to Level Five Year 1:

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

## 7. General Conditions of Employment

- 7.1 Except as otherwise provided in this Award, staff shall be entitled to and shall observe the conditions of employment made pursuant to the provisions of the Act.

- 7.2 The ordinary working hours shall be an average of 38 hours per week worked over a four (4) week settlement period.
- 7.3 Rostered Days Off - rostered days off (RDOs) shall be taken on days set by mutual agreement between staff and management. Where mutual agreement is not reached between staff and management as to the date on which the staff member's RDO is to be taken, then the staff member shall be entitled to take the day set by the Industry as the RDO for that month.
- 7.3.1 The parties agree that a nine-day fortnight will operate. The additional RDO shall be taken on a day agreed to by the parties to this Award.
- 7.3.2 Staff may, by mutual agreement with management, accrue up to three (3) RDOs in any one year.
- 7.4 Allowances
- 7.4.1 The parties agree that all allowances previously paid to staff covered by this Award, including the Pager Allowance, have been rolled into salary with the exception of the allowances in subclauses 7.4.2, 7.4.3 and 7.4.4, the rates for which are specified in Part B, of Table 2.
- 7.4.2 Chokage Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to staff required to perform chokages.
- 7.4.3 Asbestos Allowance - the allowance as contained in Part B, Table 2 will be calculated to and paid as a weekly allowance to staff required to work with asbestos.
- (i) The parties agree that staff who are required to work with asbestos will be provided with the appropriate safety equipment.
- (ii) The parties also agree that staff have the right to refuse to work with asbestos if it is considered that such work is too hazardous to safely work with.
- 7.4.4 Plumbers' Licence Allowance and Plumbers' Registration Allowance - the allowances will be paid to staff required to act on such a Licence.
- 7.4.5 Having regard to Clause 6.1 of this Award, allowances contained in Part B, Table 2 will be increased by 2.5 per annum from the first pay period on or after 1 July 2011.
- 7.5 Emergency Call-outs - Where an employee covered by this Award is called out after hours to respond to an emergency alarm, they shall be paid a minimum of four hours overtime.
- 7.6 Staff covered by this Award are not required to provide their own tools.
- 7.7 Employees will be entitled to an additional holiday on a working day nominated by the Director within the period between Boxing Day and New Year's Day. This holiday applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award.
- 7.8 Subject to a staff member making written authorisation, the Royal Botanic Gardens shall deduct from the staff member's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

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

- (a) Definition

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



- (b) Wages
- (i) The hourly rates for full time apprentices as set out in this Award shall apply to school based apprentices for total hours worked including time deemed to be spent in off-the-job training.
  - (ii) For the purposes of subclause (b)(i) of this clause, where a school based apprentice is a full time school student, the time spent in off the job training for which the school based apprentice is paid is deemed to be 25 per cent of the actual hours worked on the job each week.
  - (iii) The wages paid for training time may be averaged over the school term or year.
  - (iv) Where this Award specifies a weekly rate for full time apprentices, the hourly rate shall be calculated by dividing the applicable weekly rate by 38.
- (c) Progression through the Wage Structure
- (i) School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
  - (ii) The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
- (d) Conversion from a school based apprentice to a full time apprenticeship
- Where an apprentice converts from a school based to a full-time apprenticeship, all time spent as a full-time apprentice counts for the purpose of progression through the wage scale set out in this Award. This progression applies in addition to the progression achieved as a school based apprentice.
- (e) Conditions of Employment
- Except as provided by this clause, school based apprentices are entitled to pro rata entitlements of all other conditions of employment contained in this Award.

## 8. Consultative Committee

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

## 9. Dispute Resolution Procedures

- 9.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply:-

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

#### **10. Classification Standards**

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

## 10.3.2 Level 6 - The occupant of a position established at level 6 of this Award will:

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

## 10.3.3 Level 7 - The occupant of a position established at Level 7 of this Award will:

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

## 10.3.4 Level 8 - The occupant of a position established at Level 8 of this Award will:

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

- (c) Fulfil the requirements for progression to Level 8 based on the assessment and appeals processes that are to be agreed between the parties.

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

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

#### NOTE -

- (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."

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

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

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

clause, the Department must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department may be in excess of superannuation guarantee requirements after the salary packaging is implemented.

12.11 Where the employee makes an election to salary package:

12.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and

12.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 6, Wage Rates, or Part B of this Award if the Salary Packaging Agreement had not been entered into.

12.12 The DPC may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.

12.13 The DPC will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

### **13. No Extra Claims**

13.1 This Award provides for rates of pay increases of 2.5 per annum from the first pay period on or after 1 July 2011.

13.2 The pay increases provided by this Award are premised on the basis that there shall be no new salaries or conditions claims during the term of this Award.

13.3 The no extra claims commitment does preclude any claims that may arise following the adoption of a new Equal Remuneration principle by the New South Wales Industrial Relations Commission.

### **14. Area Incidence and Duration**

14.1 This Award will apply to officers and casual employees in classifications covered by Construction, Forestry, Mining Energy Union and Communications Electrical Plumbing Union - Plumbers Division NSW, within the Royal Botanic Gardens Trust Division employed in the OEH.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 (Department of Environment and Climate Change Royal Botanic Gardens, Building and Mechanical Trades Staff) Award published 15 February 2008 (364 IG 1265) and all variations thereof.

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 IG 359) take effect on and from 28 March 2012.

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

### 15. Savings and Rights

- 15.1 At the time of making this Award, no person covered by this Award will suffer a reduction in his or her rate of pay or any loss of or diminution in his or her conditions of employment as a consequence of the making of this Award.
- 15.2 Should there be a variation to the Crown Employees (Skilled Trades) Award or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award or any award replacing those awards, the staff covered by this Award will maintain the same rates of pay relationship to the classifications covered by the Crown Employees (Skilled Trades) Award or the Crown Employees (Parks and Gardens Horticulture and Rangers Staff) Award either by an application for variation, or by the making of a new Award.

## PART B

### RATES AND ALLOWANCES

**Table 1 - Rates of Pay**

Classification	As at 1.7.10 \$	As at 1.7.11 \$
Apprentice Year 1 38 hpw	23,267.50	23,849.20
Apprentice Year 2 38 hpw	31,023.30	31,798.90
Apprentice Year 3 38 hpw	38,779.10	39,748.60
Apprentice Year 4 38 hpw	43,949.80	45,048.50
Trades Level 5/6 Yr 1 38 hpw	51,705.50	52,998.10
Trades Level 5/6 Yr 2 38 hpw	53,090.20	54,417.50
Trades Level 5/6 Yr 3 38 hpw	54,577.30	55,941.70
Trades Level 5/6 Yr 4 38 hpw	56,089.10	57,491.30
Trades Level 7 Yr 1 38 hpw	57,680.80	59,122.80
Trades Level 7 Yr 2 38 hpw	59,404.10	60,889.20
Trades Level 7/8 Yr 1 38 hpw	57,680.80	59,122.80
Trades Level 7/8 Yr 2 38 hpw	59,404.10	60,889.20
Trades Level 7/8 Yr 3 38 hpw	61,282.60	62,814.70
Trades Level 7/8 Yr 4 38 hpw	63,780.90	65,375.40

**Table 2 - Allowances**

Allowance effective first pay period on or after		
Clause No. and Brief Description	From 1.7.10 \$	From 1.7.11 \$
7.3.1 Chokage (per hour)	1.04	1.07
7.3.2 Asbestos (per hour)	0.85	0.87
7.3.3 Plumbers Licence (per hour)	1.45	1.49
7.3.4 Plumbers Registration (per hour)	0.84	0.86

C. G. STAFF J.

**CROWN EMPLOYEES (OFFICE OF THE BOARD OF STUDIES -  
EDUCATION OFFICERS) SALARIES AND CONDITIONS REVIEWED  
AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 125 of 2012)

Before The Honourable Mr Justice Staff

20 March 2012

**REVIEWED AWARD**

**PART A**

**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
3A.	Deduction of Union Membership Fees
4.	Salary Packaging
5.	Salary Sacrifice to Superannuation
6.	Conditions Fixed by Other Awards
7.	Appointment and Mobility Provisions
8.	Flexible Work Arrangements
9.	Work Outside the Ordinary Hours of Work
10.	Consultation
11.	Training and Development
12.	Performance Appraisal
13.	Technology
14.	Dispute Resolution Procedures for the Parties
15.	Duties as Directed
16.	Personal/Carer's Leave
17.	Occupational Health and Safety
18.	Anti-Discrimination
19.	No Further Claims
20.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

**PART A**

**1. Title**

1. This Award Shall be known as the Crown Employees (Office of the Board of Studies - Education Officers) Salaries and Conditions Award.



## 2. Definitions

- 2.1 "Aboriginal Education Consultative Group" means a branch of the Office of the Board of Studies providing secretariat support to the independent, community based incorporated organisation, Aboriginal Education Consultative Group Inc., formed to provide advice and guidance to the Minister for Education on the direction of Aboriginal education in New South Wales.
- 2.2 "Act" means the *Public Sector Employment and Management Act 2002* and the *Public Sector Employment and Management Regulation 2009*.
- 2.3 "Banked Time" means the amount of time by which Flextime is reduced by one or more days at the end of a settlement period for the purpose of being recredited to the officer to cover approved absences from work in future settlement periods.
- 2.4 "Chief Education Officer" means a salary classification that includes, but is not restricted to, Board Inspectors; Chief Planning Officers; Chief Assessment Officers; Chief Measurement Officers; President, Aboriginal Education Consultative Group; Chief Interactive Design Officers; Chief Curriculum Officers, and any successor performing the same role.
- 2.5 "Chief Executive" means the person holding or acting in the office of the Chief Executive of the Office of the Board of Studies. Reference to the Chief Executive may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive to perform functions associated with the office
- 2.6 "Coretime" means the period during the day when an officer may be required to be on duty that is 9.30 am to 3.30 pm.
- 2.7 "Education Officer" means a salary classification for jobs and any successor performing the role within the Aboriginal Education Consultative Group.
- 2.8 "Employed" or "employment" means when an Officer is permanently appointed, on secondment, temporarily employed or temporarily appointed by the Office of the Board of Studies.
- 2.9 "Excess hours" shall mean all time on weekends or public holidays and all hours before or after the bandwidth hours specified at clause 8.5 necessarily occupied by direction of, or on their own initiative with the approval of, the Chief Executive in the performance of work which from its character or from special circumstances cannot be performed during the applicable bandwidth hours applying at the Officer's headquarters. Provided that excess hours for Officers for whom usual office hours are not fixed or for Officers engaged in field work shall mean all such time on any day in excess of their bandwidth hours of work per week divided by five.
- 2.10 "Federation" means the New South Wales Teachers Federation.
- 2.11 "Field Officer" means a Board of Studies Liaison Officer.
- 2.12 "Flextime" is the hours accrued under flexible work arrangements in a settlement period which may be carried forward to the next settlement period, unless accrued as Banked Time.
- 2.13 "Flex Leave" means Flextime carried forward or already accrued in a settlement period and then used to cover approved absences from work during the same settlement period.
- 2.14 "General Secretary" means the General Secretary of the New South Wales Teacher's Federation.
- 2.15 "Headquarters" means the administrative centre where the major part of the Officer's work is performed, where the Officer normally reports or the office to which the Officer is attached.
- 2.16 "Industrial instrument" means an award, an enterprise agreement, a public sector industrial agreement, a former industrial agreement, a contract determination or a contract agreement.

- 2.17 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the New South Wales *Industrial Relations Act* 1996.
- 2.18 "Office" means the Office of the Board of Studies NSW.
- 2.19 "Officer" or "Officers" means a person or all persons who is/are employed by or in the Office of the Board of Studies in the salary classifications of Chief Education Officer; Principal Education Officer; Senior Education Officer, Grade 1; Senior Education Officer, Grade 2; or Education Officer.
- 2.20 "Parties" means the Office of the Board of Studies, the New South Wales Teachers Federation and the Director of Public Employment.
- 2.21 "Permanently appointed" means appointed to a permanent position pursuant to sections 17-23 of the Act.
- 2.22 "Principal Education Officer" means a job classification that includes, but is not restricted to Principal Curriculum Officers, Principal Assessment Officers and any successor performing the same role.
- 2.23 "Director of Public Employment" means the employer of the staff of the Public Service for the purpose of industrial proceedings as defined by section 129 of the Act.
- 2.24 "Secondment" means when the Office of the Board of Studies employs by making use of the services of an officer of the Department of Education and Communities. .
- 2.25 "Senior Education Officer, Grade 1" means a salary classification that includes, but is not restricted to, Assessment Officers, Curriculum Officers, Project Officers and any successor performing the same role.
- 2.26 "Senior Education Officer, Grade 2" means a salary classification that includes, but is not restricted to, Board of Studies Liaison Officers, Senior Assessment Officers, Senior Curriculum Officers, Senior Planning Officers, Senior Project Officers and any successor performing the same role.
- 2.27 "Standard Hours" means the ordinary hours of duty which are worked in the absence of flexible working hours between 8.30am to 4.30pm (or as otherwise determined by the Chief Executive ), with an hour for lunch, Monday to Friday.
- 2.28 "Temporarily appointed" means employment of an Officer pursuant to section 24 of the Act.
- 2.29 "Temporarily employed" means when the Office of the Board of Studies employs an Officer pursuant to section 27 of the Act.
- 2.30 "Western Division" means the Western Division of the State of New South Wales as defined by the Act.

### 3. Salaries

- 3.1 Officers will be employed in the salary classifications as defined in clause 2, Definitions.
- 3.2 Officers will be employed at annual salary levels not less than those for the classifications as set out in Part B, Monetary Salary Rates, except as may be provided for in respect of clause 4, Salary Packaging.
- 3.3 Unless the Chief Executive determines otherwise in accordance with subclause 3.4 of this clause, new Officers will be remunerated at the minimum salaries on commencement of employment under each of the classifications set out in the said Table 1, as follows:

Education Officer Level 1, 1st Year of Service;

Senior Education Officer, Grade 1 Level 1;

Senior Education Officer, Grade 2 the single salary point specified;

- Principal Education Officer the single salary point specified;
- Chief Education Officer, Grade 1, Level 1.
- Chief Education Officer, Grade 2, Level 1.
- 3.4 The Chief Executive will determine the remuneration of new Officers:
- 3.4.1 at the minimum rate of the appropriate salary classification; or
- 3.4.2 at such higher level specified in Table 1, having regard to:
- the applicant's skill, experience and qualifications; and
- the rate required to attract the applicant; and
- the remuneration of existing Officers performing similar work.
- 3.5 An Officer employed in the salary classification of Chief Education Officer, Senior Education Officer Grade 1 or Education Officer shall be entitled to progress along or be maintained on the incremental scale for the officer's salary classification after each 12 months of service subject to the officer demonstrating by means of an annual review continuing efficiency in work practice, satisfactory performance and professional growth.
- 3.6 The salary payable for Chief Education Officers includes remuneration for all incidences of employment, including any existing expense or other allowance paid to Chief Education Officers covered prior to this award, for all hours worked and all other compensatory or other allowances other than:
- 3.6.1 annual leave loading;
- 3.6.2 travel or subsistence allowances;
- 3.6.3 allowances in relation to relocation expenses;
- 3.6.4 any approved reimbursement paid in relation to expenses incurred in the discharge of the Officer's duties.
- 3.7 Chief Education Officers employed by the Office as at the date this Award is made by the Industrial Relations Commission, that is, prior to the creation of the Grade 1 and Grade 2 Chief Education Officer classifications under this Award, will be redesignated at the Chief Education Officer Grade 1 classification and will remain on the previous five level single Chief Education Officer scale unless transferred or appointed to a role at the Chief Education Officer Grade 2 classification by the Chief Executive . All Chief Education Officers appointed after the date that this Award is made by the Industrial Relations Commission will be employed at either the Chief Education Officer Grade 1 or Grade 2 classification as determined by the Chief Executive .

### **3A. Deduction of Union Membership Fees**

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

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

#### 4. Salary Packaging

- 4.1 Officers may participate in the Office's salary packaging scheme.
- 4.2 Except as otherwise provided in the agreed salary packaging scheme, Officers must be employed on the same conditions as set out in the award.

#### 5. Salary Sacrifice to Superannuation

- 5.1 Notwithstanding the salaries prescribed by Part B, Monetary Rates, an employee may elect, subject to the agreement of the employee's department or agency, to sacrifice a portion of the wage/salary payable under clause 3, Salaries, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations. The availability of salary for packaging purposes will be determined following payment of post tax commitments and payroll deductions such as employee superannuation contributions, union fees, health fund, premiums and maintenance orders etc.
- 5.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
  - (a) subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
  - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 3 in the absence of any salary sacrifice to superannuation made under this award.
- 5.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
  - (a) paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or
  - (b) subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 5.4 Where an employee makes an election in terms of subclause 5.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 5.5 Where the employee is a member of a superannuation scheme established under:
  - (a) the *Police Regulation (Superannuation) Act 1906*;
  - (b) the *Superannuation Act 1916*;

- (c) the *State Authorities Superannuation Act 1987*;
- (d) the *State Authorities Non-contributory Superannuation Act 1987*; or
- (e) the *First State Superannuation Act 1992*,

the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 5.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.

- 5.6 Where, prior to electing to sacrifice a portion of his/her salary to superannuation, an employee had entered into an agreement with his/her department or agency to have superannuation contributions made to a superannuation fund other than a fund established under legislation listed in subclause 5.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 3 to the same extent as applied before the employee sacrificed portion of that salary to superannuation. This clause applies even though the superannuation contributions made by the department or agency may be in excess of superannuation guarantee requirements after the salary sacrifice is implemented.

#### **6. Conditions Fixed By Other Awards**

- 6.1 The following industrial instruments and regulation or any successor thereto and any variations from time to time to the same, insofar as they fix conditions of employment applying to Officers covered by this award and pursuant to this award, shall apply to Officers unless specifically varied by this award in which case the provisions of this award take precedence:

Crown Employees (Transferred Officers Excess Rent Assistance) Agreement No. 2354 of 1981;

Crown Employees (Transferred Employees Compensation) Award 2009;

Crown Employees (Public Service Conditions of Employment) Award 2009;

Public Sector Employment and Management Act 2002

Public Sector Employment and Management Regulation 2009

#### **7. Appointment and Mobility Provisions**

- 7.1 Where the public service sick leave entitlement is exhausted, Officers on secondment from the Department of Education and Communities or Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Office agrees, cumulative sick leave entitlements for their use, provided this is agreed to by the Department of Education and Communities or any other New South Wales Government Department/Declared Authority. The conversion of the cumulative sick leave entitlement will be attended to by the Office.
- 7.2 Officers on secondment from the Department of Education and Communities and Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the Office agrees, any accrued long service leave entitlements for their use, provided this is agreed to by the Department of Education and Communities or the relevant New South Wales Government Department/Declared Authority. The conversion of the long service leave entitlement will be attended to by the Office.
- 7.3 The Office will facilitate, where agreed, an Officer's portability of entitlements for long service and sick leave whilst they are in the employment of the Office.
- 7.4 In addition to the provisions of the Public Sector Employment and Management Regulation 2009 and the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor or as amended from time to time where the balance of any period of maternity/adoption leave extends beyond

the period an Officer is employed, the Office will pay the difference in salary between the Officer's substantive salary and the salary whilst at the Office for the term of the leave taken, unless it coincides with any period of paid leave other than maternity/adoption leave.

- 7.5 An extension of a period of employment in order to coincide with an Officer's return to a teaching service for Day 1 Term 1 Eastern Division or Day 1 Term 1 Western Division of a school year or to reflect a change in the Department of Education and Communities' policy will be taken into specific regard in Office employment practices.
- 7.6 The Office's superannuation provisions are to be no less beneficial than what Officers on secondment or Officers temporarily employed from any other New South Wales Government Department/Declared Authority would have received had they remained in their original positions.
- 7.7 Officers who demonstrate that they are existing contributors to either the State Superannuation Fund or the State Authorities Superannuation Scheme are entitled to retain their membership of those schemes as provided for in the *Superannuation Act 1916*, the *State Authorities Superannuation Act 1987* or the *First State Superannuation Act 1992*.
- 7.8 Credit of recreation leave may be granted to Officers on secondment or temporarily employed Officers recruited directly from schools or TAFE colleges, in accordance with the following:

If the Officer Commences: Recreation Leave to be Credited

January before 18th	10 days
January on or after 18th	5 days
February	5 days
March before 30th	5 days
March on or after 30th	10 days
April before vacation	10 days
April on or after 27th	5 days
May	5 days
June before 15th	5 days
June on or after 15th	10 days
July before vacation	10 days
July on or after 20th	5 days
August	5 days
September before 7th	5 days
September on or after 7th	10 days
October	5 days
November before 10th	5 days
November on or after 10th	10 days
December	10 days

Thereafter, recreation leave accrues at the normal rate.

- 7.9 To avoid excessive accrual of recreation leave, as described in clause 78(b) of the Crown Employees (Public Service Conditions of Employment) Award 2009 the Chief Executive may direct an officer to take accrued recreation leave. Such direction will coincide with school vacation periods.
- 7.10 For the purpose of workers' compensation, the employer of Officers is the Office in terms of the *Workers Injury Management and Workers Compensation Act 1998* or any successor thereto.
- 7.11 The letters of employment for all Officers will designate the salary and conditions of employment. For Officers on secondment from the Department of Education and Communities and Officers temporarily employed or temporarily appointed, the letters of employment will designate the duration, salary and conditions of their employment.

## 8. Flexible Work Arrangements

The conditions under which flexible working hours operate are set out in this clause.

8.1 No officer can be directed to work under Flexible Work Arrangements. Those officers not participating in Flexible Work Arrangements will work standard hours as defined in clause 2.27.

8.2 To avoid excessive accrual of Accrued Work Time (AWT) the Chief Executive may direct an officer to take accrued hours. Such direction will coincide with school vacation periods. Accrued Work Time is defined in Clause 8.13.

8.3 An officer may only work outside the hours of a standard day (7 hours) but within the bandwidth (7am - 7pm) and accrue hours toward a flexible working hours credit if the work is available to be performed.

8.4 Application

The Flexible Work arrangements that apply to Officers covered by this award are set out as follows:

8.4.1 Principal Education Officers, Senior Education Officers (except for Field Officers) and Education Officers -Clauses 8.4 to 8.13 inclusive and 8.15 to 8.18 inclusive.

8.4.2 Field Officers (BOSLOS) Clauses 8.14 to 8.18 inclusive.

8.4.3 Chief Education Officers (CEO's) Clause 8.19.

8.5 Settlement Period

8.5.1 The settlement period for the purpose of sub-clause 8.4.1 is 12 weeks. The settlement period for the purpose of subclause 8.4.2 is 4 weeks.

8.6 Ordinary Hours of Work and Standard Hours

8.7 Standard Bandwidth

8.7.1 The standard bandwidth is 7.00 am to 7.00 pm. Normal work can be undertaken during the period 7.30 am to 6.00 pm and additional hours work credited as accrued work time (as defined in subclause 8.13 ).

8.7.2 If normal work is undertaken at the Officer's own initiative and with the approval of the Chief Executive or delegate between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm this time will be credited as accrued work time.

8.7.3 If an Officer is directed to work between 7.00 am and 7.30 am or 6.00 pm and 7.00 pm or at other times outside the bandwidth, including Saturday and Sunday compensatory leave will be accruable in accordance with clause 9 of this award.

8.7.4 An officer, who requests to work outside the standard bandwidth, must obtain approval of their Chief Executive or delegate. The time worked is to be counted towards Accrued Work time (AWT).

8.7.5 If approval to work outside the bandwidth is not sought or given, then the time worked outside the standard bandwidth is not to be counted towards Accrued Work Time (AWT).

8.8 Coretime

8.8.1 The standard coretime is 9.30am to 3.30pm subject to the provisions as detailed in clause 8.10.

8.8.2 The standard coretime may only be varied at the request of an individual Officer with the agreement of the Chief Executive or delegate.

8.8.3 In exceptional circumstances officers may commence work after 9.30 am and/or leave before 3.30 pm and the time taken shall be flex leave. This arrangement must be agreed between the officer and Chief Executive or delegate.

#### 8.9 Hours Worked

8.9.1 All Officers are entitled to work a minimum of 7 hours on any day. An officer cannot be directed to work less than 7 hours on any day. An Officer may choose to work less than 7 hours in one day with the agreement of the Chief Executive or delegate.

8.9.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the Chief Executive or delegate.

8.9.3 Nothing in this clause shall prevent the Office requiring an officer to revert to working standard hours following reasonable notice.

8.9.4 Where an officer has completed a minimum of 7 hours on any day and there is no requirement for that officer to remain at the workplace the officer's supervisor can request that the Officer cease work for that day.

#### 8.10 Lunch and Meal Breaks

8.10.1 An officer is to take a meal break of at least 30 minutes in a period of 5 hours continuous work.

8.10.2 Lunch breaks must be of at least 30 minutes duration with an entitlement of up to one hour.

8.10.3 Provided customer service is maintained, a longer lunch break of up to two and a half hours may be taken with the supervisor's approval. Lunch breaks may be taken between 11.30am and 2.30pm.

#### 8.11 Flexible Working Hours

8.11.1 An officer may vary their flexible working hours or work standard hours at any time in agreement with the Chief Executive or delegate and in accordance with the provisions of this Award.

#### 8.12 Flex Leave and Banked Time Entitlements

8.12.1 All officers are entitled to take combinations of up to six (6) Flex Leave and Banked Time days in any settlement period. This time may be taken together with other forms of leave. The issue of when Flex Leave is taken should be agreed between the Officer and the Chief Executive or delegate.

8.12.2 An officer may accumulate Banked Time during each settlement period on the following basis:

where the staff member takes 6 Flex Leave days the possible Banked Time is zero;

where the staff member takes 5 Flex Leave days the possible Banked Time is 1 day;

where the staff member takes 4 Flex Leave days the possible Banked Time is 2 days;

where the staff member takes 3 Flex Leave days the possible Banked Time is 3 days;

where the staff member takes less than 3 Flex Leave days the possible Banked Time is 3 days.

8.12.3 An officer may accumulate Banked Time of up to three (3) days in each settlement period. Over four settlement periods a maximum or equivalent of 12 days may be accumulated as Banked Time.



8.12.4 A Flex Leave day and a Banked Time day are each equivalent to 7 hours. The officers flextime will be reduced by this amount for each day of Banked Time. Seven (7) hours will be recredited to the staff member's time sheet when a Banked Time day is utilised for leave.

8.12.5 Banked Time days may be taken with other forms of leave including Flex Leave and can be taken in quantities ranging from 1 to 12 days over 4 settlement periods.

### 8.13 Accrued Work Time (AWT)

8.13.1 All time worked during the settlement period in accordance with this agreement (except paid overtime) will count towards the Officers Accrued Work Time (AWT).

8.13.2 An officer should have Accrued Work Time (AWT) of at least 410 hours at the conclusion of a settlement period. The minimum of 410 hours includes all credited AWT and all approved leave.

8.13.3 Where Accrued Work Time (AWT) is less than 410 hours at the end of a settlement period the officer will be required to submit a recreation leave form for the amount of the shortfall. Should the officer have no such leave available, leave without pay (LWOP) for the amount of time below 410 hours will apply and the LWOP is credited to the AWT total.

8.13.4 During the settlement period an Officer is entitled to accumulate and/or carry forward hours in excess of the 420 ordinary hours up to and including an additional 42 hours in any one settlement period. This additional 42 hours may be taken in the next settlement period as part of the up to 6 Flex Leave days that may be taken. This amount can only be exceeded in exceptional circumstances.

8.13.5 Hours worked are to be documented by the officer and supervisor over the settlement period through use of flex time records.

8.13.6 Total Accrued Work Time (AWT) is not to exceed 462 on a cumulative basis except in exceptional circumstances.

8.13.7 At the conclusion of each settlement period any Accrued Work Time (AWT) in excess of the 420 ordinary, and up to 462 hours, will be carried forward as a credit to the next settlement period, unless accumulated to the officers Banked Time in accordance with Clause 8.12.2.

8.13.8 In exceptional situations it is possible that the 462 hour limit may be exceeded. This additional time can be carried forward to the next settlement period but the Chief Executive or delegate must develop an agreed strategy to ensure that the Officer is able to reduce the AWT to below the 462 hour limit.

8.13.9 An officer with Accrued Work Time (AWT) at the conclusion of a settlement period that amounts to less than 420 hours and greater than 410 hours must carry the appropriate debit hours forward to the next settlement period.

8.13.10 An officer may vary working hours to suit particular personal needs or absent themselves from work using Flex Leave or Banked Time. Absences of this type may occur on more than one occasion as single or consecutive full or quarter days in a settlement period and will be taken in agreement with the Chief Executive or delegate. Absences of this type are not to be unreasonably denied, however the work demands of the Office should be recognised.

8.13.11 Banked Time and Flex Leave shall be taken:

- (a) as soon as practicable following its accrual;

- (b) recognising that out of school hours and school vacations often provide the most practicable opportunities;
- (c) in multiples of a quarter day only.

#### 8.14 Flexible Working Hours for Field Officers (BOSLOS)

- 8.14.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor or as amended from time to time apply to Field Officers subject to variation of:

Settlement Period

Accumulation and Carry Over

Flexi leave

Commencement or Cessation of Duty During Coretime as affected by the terms of subclauses 8.14.2 to 8.18.

- 8.14.2 Bandwidth hours for Field Officers are between 7.30 a.m. and 6.00 p.m. on each day, Monday to Friday. With the core hours requirement 9.30am to 3.30pm excluding public holidays. A flexible approach will be adopted by Field Officers and management in relation to normal working and flexible working arrangements. The decision in these matters is subject to organisational convenience and an appropriate level of service being provided, having regard to:

- (a) A Field Officer may opt, for personal reasons or work commitments, not to take a flex day in a settlement period, but rather to bank that flex day for use in a later settlement period. Note that the total number of flex days that can be taken is not increased.
- (b) Up to one flex day and one banked flex day, or two banked flex days, may be taken in any settlement period.
- (c) The total number of banked flex days at any one time must not exceed five days.
- (d) To bank a flex day, seven hours is deducted from the total hours worked in the settlement period. The balance of hours (after deducting a banked flex day) may be carried over, up to a maximum of ten hours.

#### 8.15 Separation from the Agency

- 8.15.1 Where an Officer gives notice of resignation, retirement or transfer to another government department, the Chief Executive or delegate and Officer will, during the period of notice, take all reasonable steps to eliminate any accumulated credit or debit hours.
- 8.15.2 The Chief Executive or delegate will facilitate the elimination of accumulated credit or debit hours by such Officers.
- 8.15.3 Where an officer has an accumulation of debit hours at the completion of the last day of service, the accumulated recreation leave or moneys owing to that officer will be adjusted accordingly.
- 8.15.4 Where an Officer has an accumulation of credit hours at the completion of the last day of service, then the accumulated credit hours are to be paid to the officer at the current salary rate. However, if requested by the officer and agreed by the new agency, the credit hours may be carried forward to the new agency.

#### 8.16 Part Time Officers

- 8.16.1 Part-time Officers may accumulate the same Accrued Work Time (AWT) and have the same rights to flexible working hours as full-time officers. They may not be required to work more than their contract hours.

#### 8.17 Disruption of Transport

- 8.17.1 Where an Officer is delayed or prevented from attending the workplace as a result of a transport strike or a major transport delay, the following conditions will apply to the period of disruption.
- (a) The Officer may commence or cease duty at any time. Time worked on such days will accumulate in a normal way.
  - (b) Where an Officer is unable to attend the workplace due to a transport disruption and is unable to work from home or attend another place of work, then the Officer may take the full day off without penalty provided that any excess Accrued Work Time is cleared in the following settlement period.
  - (c) An Officer affected by transport disruption will not be debited recreation leave or leave without pay if the officer has accrued less than the minimum required Accrued Work Time contract hours in the settlement period coinciding with the transport disruption. However, the Officer must ensure that any Accrued Work Time debit is cleared in the following settlement period.

#### 8.18 Working at Home

- 8.18.1 Working from home is a voluntary and co-operative arrangement which allows Officers to continue their employment during some temporary unforeseen circumstance which prevents their attending the workplace or where work of an intensive nature can be performed efficiently away from the workplace. Approval may be given by the appropriate manager or supervisor for individual Officers to work from home on full salary and entitlements on the basis that the arrangement is short term (up to five days) and is irregular, appropriate outcomes are negotiated and hours of work are agreed. Wherever possible, approval is to be sought in advance.
- 8.18.2 Working from home on an extended (more than five days) or regular basis on any one occasion rather than on a short-term basis will require a working from home arrangement to be developed by agreement between the parties.

#### 8.19 Chief Education Officers

- 8.19.1 Chief Education Officers may negotiate with their supervisors for patterns of working hours which meet both the needs of the Office and the personal circumstances of individual Chief Education Officers
- 8.19.2 Chief Education Officers may elect, from the agreed date of operation of this clause, that is 12 June 2006, to work under the Flexible Work Arrangements pursuant to Clause 8.4.1, except for any work undertaken outside the standard bandwidth in which case the provisions of Clause 8.19.1, rather than Clause 8.7.3 or 8.7.4, will apply

### **9. Work Outside Ordinary Working Hours**

#### 9.1 Work Outside Ordinary Hours for Education Officers, Senior Education Officers, Grade 1 and Senior Education Officers, Grade 2.

- 9.1.1 The parties agree that Officers directed to work outside ordinary working hours shall be entitled to excess hours and compensatory leave provisions under this clause.

9.1.2 For the purpose of calculating excess hours and compensatory leave the bandwidth hours for work:

- (a) directed by the Chief Executive or delegate shall be 7.30 am to 6.00pm
- (b) undertaken at the officer's own initiative and with the approval of the Chief Executive or delegate shall be, except for Field Officers, 7.00 am to 7.00pm
- (c) performed by Field Officers at the officers own initiative and approved by the Chief Executive or delegate shall be 7.30 am to 6.00 pm

9.1.3 In the absence of flexible working hours the ordinary hours of work shall be 35 hours per week, Monday to Friday.

9.1.4 Officers involved in meetings with Board Curriculum Committees, Working Parties, focus teams, etc., may, where there is agreement with the other parties involved, organise teleconferences or electronic exchange. Such meetings or representation arranged as teleconferences or as an electronic exchange may, where possible, also be arranged to minimise the additional hours required to be worked by officers outside bandwidth working hours.

## 9.2 Compensatory Leave

9.2.1 Compensatory leave shall be taken:

- (a) as soon as practicable following its accrual:
- (b) recognising that out of school hours and school vacations provide the most practicable opportunities;
- (c) in multiples of a quarter day only;
- (d) within three months of the date of working the excess hours, unless the excess hours worked are banked within the cumulative balance limit and carried forward subject to paragraphs 9.2.2, 9.2.3 and 9.2.4 of this subclause;

and provided further that:

- (i) compensatory leave for weekend duty performed may be accrued and added to the cumulative balance of excess hours accrual;
- (ii) compensatory leave for duty on public holidays may be accrued and added to annual leave credits and, upon termination, will be regarded as recreation leave for the purposes of the Public Sector Employment and Management Regulation 2009 and the Crown Employees (Public Service Conditions of Employment) Award 2009; or its successor or as amended from time to time.
- (iii) an officer must take all compensatory leave granted prior to the last day of service of his/her period of permanent appointment, secondment, temporary appointment or temporary employment.

9.2.2 Compensatory leave may be accrued up to a cumulative balance limit of five days, in any period of three months, in recognition of work performed outside bandwidth hours with the exception of Field Officers. Field Officers shall have a cumulative balance limit of 20 days at any point in time in recognition of work performed outside bandwidth working hours.

9.2.3 Compensatory leave accrued in a calendar year must be taken by January 31 of the following calendar year.

- 9.2.4 Subject to subclause 9.3 of this clause, leave accumulated above the limit in paragraph 9.2.2 of this subclause or not taken by the date in paragraph 9.2.3 of this subclause, will be forfeited, unless the Officer acts on a direction by the Chief Executive to take, at such time as is convenient to the working of the Office, the excess compensatory leave accrued. As far as practicable, the wishes of the Officer concerned will be taken into consideration in directing the time for the taking of that excess compensatory leave.
- 9.2.5 Officers will have ready access to cumulative balances of accrued compensatory leave to ensure they are appropriately notified of any impending forfeiture.
- 9.2.6 Compensatory leave may only be granted to Officers whose salary or salary and allowances in the nature of salary are not in excess of the salary classification rate prescribed as the maximum rate for Senior Education Officer, Grade 2, and as varied from time to time.

### 9.3 Calculation of and Payment in Lieu of Compensatory Leave

9.3.1 Where the regularity of the demands of School Certificate and Higher School Certificate examination paper setting and marking program or where it is impracticable for the compensatory leave to be taken, the Chief Executive shall:

- (i) allow the compensatory leave to continue to accumulate beyond the limit in paragraph 9.2.2 of subclause 9.2 of this clause; or
- (ii) subject to paragraphs 9.3.2 and 9.3.3 of this subclause, authorise payment in lieu of compensatory leave.

9.3.2 Calculation of compensatory leave or payment in lieu of compensatory leave shall be undertaken and paid by the following method:

- (i) for all excess hours worked before or after the applicable bandwidth hours at the rate of time and one half for the first two hours and at the rate of double time thereafter;
- (ii) for all excess hours worked on Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- (iii) for all excess hours worked on Sunday at the rate of double time;
- (iv) for all excess hours worked on public holidays which would normally be a working day at the rate of time and one-half in addition to salary;
- (v) for all excess hours worked on public holidays which would not normally be a working day at the rate of double time and a half.

Provided that

- (a) meal times shall not be included in the calculation of excess hours;
- (b) if an Officer is absent from duty on any working day during any week in which excess hours have been worked by him/her, the time so lost may be deducted from the total amount of excess hours worked by him/her during the week unless he/she is granted leave of absence on recreation or on account of illness or unless, in the opinion of the Chief Executive, his/her absence has been caused by circumstances beyond his/her control; and
- (c) an officer who works excess hours on Saturdays, Sundays or public holidays shall:
  - (i) if payment is made in lieu of compensatory leave, be paid a minimum payment as though he/she has worked for three hours which shall be

calculated according to the method as set out in paragraph 9.3.3 of this subclause and at the appropriate rate prescribed herein;

- (ii) be credited with compensatory leave as though he/she has worked minimum of three hours which shall be calculated according to the method as set out in the said paragraph 9.3.3 and at the appropriate rate prescribed herein.

### 9.3.3

- (i) Payment in lieu of compensatory leave for excess hours worked shall not be paid for:
  - (a) periods of less than one-quarter of an hour;
  - (b) time spent travelling, as the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 or its successor or as amended from time to time.
  - (c) periods of excess hours which exceed 35 hours (or 5 days) of accrued time. The entitlement of Field Officers is unaffected by the provision of sub-clause 9.3.3(i)(c).

- (ii)

- (a) The formula for the calculation of payment for excess hours at ordinary rates shall be:

$$\frac{\text{Annual Salary}}{1} \quad \times \quad \frac{5}{260.8929} \quad \times \quad \frac{1}{35 \text{ hours}}$$

- (b) To determine time and one-half or double time rates or double time and one-half rates, an hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- (iii) The annual salary for the purpose of the calculation in this paragraph is the Officer's annual salary or the maximum rate for Senior Education Officer, Grade 2, whichever is the lower.
- (iv) In exceptional circumstances, the Chief Executive may approve of the payment in lieu or compensatory leave for excess hours worked in the case of Officers for whom compensation is specifically elsewhere provided for, or who are paid an allowance for overtime or excess hours or whose salary is fixed as inclusive of overtime or excess hours, or those otherwise rendered ineligible by this award.

### 9.3.4 Meal Allowances

9.3.4.1 An allowance for the meal shall be paid pursuant to the Public Sector Employment and Management Regulation 2009 and the Crown Employees (Public Service Conditions of Employment) Award 2009, or its successor or as amended from time to time provided the Chief Executive is satisfied that:

- (a) the performance of the work concerned at the time at which it was performed was necessary;
- (b) the Officer incurred expenditure in obtaining the meal in respect of which the allowance is sought;
- (c) where the Officer was able to cease duty for at least 30 minutes before or during the working of excess hours to take the meal, and the officer did so.

- 9.3.4.2 An Officer who complies with the provisions of this clause, whether entitled to compensation for excess hours or not, shall be paid the relevant allowance prescribed pursuant to the Public Sector Employment and Management Regulation 2009.
- 9.3.4.3 Where an allowance under this paragraph is insufficient to adequately reimburse the Officer for expenses properly and reasonably incurred, a further allowance may be paid so as to reimburse the Officer for the additional expenses incurred.
- 9.3.4.4 Where an Officer working flexible hours is required to work excess hours on weekdays beyond 6.00pm and until or beyond 8 hours after commencing duty, plus the time taken for lunch, the Officer shall be allowed 30 minutes for a meal and, thereafter, 30 minutes for a meal after every five hours of overtime worked.

## 10. Consultation

- 10.1 A joint consultative committee with Federation/Office representatives will operate to deal with a range of matters affecting working conditions including but not limited to technological change and training and development. The committee will meet at mutually agreed times.

## 11. Training and Development

- 11.1 The Office will consult with the Federation in reviewing the Office's training and developing activities which are designed to assist officers to refresh their knowledge and understanding of contemporary school settings. This consultation will include:

- (a) identifying the most successful training and development activities and improve them where necessary;
- (b) checking that they are available and accessible to all officers.

This process will serve to adjust the existing program as appropriate in consultation with the Federation.

- 11.2 The existing program is designed to assist Officers to refresh their knowledge and understanding of contemporary school settings. In addition to the intrinsic benefits that such professional development provides to all officers, these activities may assist the re-entry and re-orientation of Officers on secondment or temporarily employed returning to schools. These activities will be made available to all Officers over the life of this award as part of a program of training and development where this is agreed between the Office and the individual Officer. The Office also recognises that, where possible, Officers on secondment or temporarily employed should have opportunities to take part in school-based activities related to the Officer's work at the Office.
- 11.3 Where Officers are required to undertake a professional development opportunity designated as an agency priority by the Office, the Officer will be considered to be on duty and all compulsory fees will be met by the Office.
- 11.4 Where the professional development opportunity is an approved training and development activity and is voluntarily undertaken, the Officer may undertake the course in his/her own time, to the extent that it is outside ordinary working hours, and meet any fees unless the Office exercises its discretion to refund all or part of these fees. The provisions of clause 8, Work Outside Ordinary Working Hours, shall not apply in respect of this subclause.

## 12. Performance Appraisal

- 12.1 The performance appraisal process for Officers will be negotiated between the parties to address three objectives and will:

- 12.1.1 ensure that Officers engage in an appraisal process designed to improve the quality of their work and to focus it on the Office's corporate objectives;
  - 12.1.2 provide work reports to Officers;
  - 12.1.3 assist Officers whose performance is causing concern.
- 12.2 The performance appraisal process will be centred on the following principles:
- 12.2.1 The work of the Office is centred on assisting teaching and learning. The structures for improvement of the quality of teaching and learning should therefore be consistent with what is generally regarded as best practice in the field
  - 12.2.2 The improvement of curriculum development, examination, assessment and credentialing practices requires ongoing professional development. Education professionals learn best in collegial contexts, so structures for improvement will be based on that concept.
  - 12.2.3 The performance appraisal process will be negotiated at the supervisory level and will focus on improving performance by facilitating learning and change in a collegial way.
  - 12.2.4 Officers will participate in forms of collegial practice to improve the quality and focus of their work through discussion about, and observation of, curriculum, examination, assessment and credentialing practice in a supportive and developmental environment.
  - 12.2.5 Training will be provided to address the agreed needs of individual Officers and groups of Officers, taking into account the Officer as an individual professional, as a member of a team working within the framework of the Office's policies and practices, and as a valued professional within the government and non-government school education system within New South Wales.

### **13. Technology**

- 13.1 The Office is committed to consulting with the Federation over any proposal for or use of new or upgraded technology as it directly affects the teaching service staff encompassed by this award. In this context, the parties are committed to the following principles:
- 13.1.1 Consultation will occur at the planning, development, implementation and post implementation phases of the introduction and use of new or significantly upgraded technology;
  - 13.1.2 New or upgraded technology will be accompanied by appropriate training or retraining for staff and will be regarded as a Training and Development system priority;
  - 13.1.3 New or upgraded technology will comply with the Office's Occupational Health and Safety obligations;
  - 13.1.4 If the introduction of new or upgraded technology leads to material changes to the work organisation or duties of a particular role or position, then the parties agree to consult on the impact of the changes.

### **14. Dispute Resolution Procedures for the Parties**

- 14.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 14.1.1 Should any dispute, (including a question or difficulty) arise as to matters occurring in a particular workplace the Officer and/or Federation workplace representative shall raise the matter with the relevant Branch Manager or Director as soon as practicable.
  - 14.1.2 The relevant Branch Manager or Director will discuss the matter with the Officer and/or Federation's workplace representative within two working days with a view to resolving the matter or negotiating an agreed method and timeframe for proceeding.



14.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute or should the matter be an agency-wide nature, the individual Officer or the Federation may raise the matter with the Chief Executive's delegate with a view to resolving the dispute, or negotiating an agreed method and timeframe for proceeding.

14.1.4 Where the procedures in paragraph 14.1.3 of this subclause do not lead to resolution of the dispute, the matter will be referred to the Chief Executive and the General Secretary of the Federation. They or their nominees shall discuss the dispute, with a view to resolving the matter or by negotiating an agreed method and timeframe for proceeding.

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

### **15. Duties as Directed**

15.1 The Chief Executive may direct an Officer to carry out such duties as are within the limits of the Officer's skill, competence and training, consistent with the classifications covered by this award, provided that such duties are not designed to promote de-skilling. Such duties may include transfer to a role different to that for which the officer may have been recruited.

15.2 The Chief Executive may direct an Officer to carry out such duties and use such tools, materials and equipment as may be required, provided that the Officer has been properly trained in the use of such tools, materials and equipment.

15.3 When an officer undertakes duties using online or other electronic means for content management purposes such purposes would comprise for :

curriculum officers : drafting or amending syllabus and curriculum support documents;

test development and assessment officers : examination specifications and other assessment resource materials;

policy and public affairs officers : Board policies, rules and public relations and event material.

15.4 Any directions issued by the Chief Executive shall be consistent with the Chief Executive's responsibility to provide a safe and healthy working environment and pursuant to the provisions of clause 13 of this award.

### **16. Personal\Carer's Leave**

16.1 The entitlement to leave in accordance with this clause is subject to:

(a) the Officer being responsible for the care and support of the person concerned; and

(b) the person concerned being:

(i) a spouse of the Officer; or

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

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

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

## 16.2 Use of Family and Community Service Leave to Care for a Family Member

16.2.1 The Chief Executive shall, in the case of emergencies or in unplanned personal or domestic circumstances, grant to an Officer some or all of the available family and community service leave on full pay.

16.2.2 Such cases may include but are not to be limited to the following:

- (i) compassionate grounds-such as the death or illness of a close member of the family or a member of the Officer's household;
- (ii) accommodation matters to one day-such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- (iii) emergency or weather conditions such as when flood, fire or snow etc. threaten property and/or prevent an Officer from reporting for duty;
- (iv) other personal circumstances such as citizenship ceremonies, parent/teacher interviews or attending child's school for other reasons.

16.2.3 Attendance at court by an Officer to answer a charge for a criminal offence if the Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.

16.2.4 Staff members who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).

16.2.5 Officers who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absence during normal working hours.

16.2.6 Family and community service leave on full pay which may, subject to this award, be granted to an Officer shall be as follows :

- (i) Two and a half of the Officer's working days in the first year of service. Two and a half days in the officer's second year of service and one day per year thereafter.
- (ii) If available family and community leave is exhausted as a result of natural disasters, the Chief Executive shall consider applications for additional family and community service leave, if some other emergency arises. On the death of a person as defined in clause 16.1, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an Officer.
- (iii) In cases of illness of a family member for whose care and support the Officer is responsible, paid sick leave in accordance with subclause 16.3 of this clause, shall be granted when paid family and community service leave has been exhausted.

16.3 Use of Sick Leave to Care for a Family Member. When family and community service leave is exhausted, an Officer with responsibilities in relation to a category of person as set out in subclause 16.1 of this clause, who needs the Officer's care and support, may elect to use available paid sick leave,

subject to the conditions specified in this subclause, to provide such care and support when a family member is ill.

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

16.3.2 Sick leave accumulates from year to year. In addition to the current year's grant of sick leave available under sub clause 16.3.1 sick leave accrued from the previous three years including that accrued and referred to in clause 7, Appointment and Mobility Provisions, may also be accessed by an Officer with responsibilities in relation to a person who needs their care and support.

16.3.3 The Chief Executive may, in special circumstances, make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in 16.3.2 of this subclause.

16.3.4 The Officers shall, if required, 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.

16.3.5 The Officer has the right to choose the method by which the ground for leave is established, that is, by production of either a medical certificate or statutory declaration.

16.3.6 The Officer is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration.

16.3.7 The Officer shall, wherever practicable, give the Chief Executive notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the Officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Officer to give prior notice of absence, the Officer shall notify his/her manager by telephone of such absence at the first opportunity on the day of absence.

16.3.8 In normal circumstances, the Officer must not take leave under this subclause where another person has taken leave to care for the same person.

#### 16.4 Compassionate Leave

16.4.1 For the purpose of providing care and support for a person in accordance with this clause an Officer may elect with the consent of his/her manager to take compensatory leave at a time or times agreed with the manager.

16.4.2 Compensatory leave taken as time off during ordinary working hours shall be taken at the ordinary working hours rate, that is an hour for each hour worked.

16.4.3 If having elected to take time as leave in accordance with paragraph (a) of this subclause and the leave is not taken for whatever reason the provisions of clause 9, Work Outside the Ordinary Hours of Work shall apply.

16.4.4 When applying the provisions of the said clause 9 in accordance with paragraph (c) of this subclause, the untaken leave shall be preserved for a period of 12 months before the forfeiture provisions of paragraph 9.2.4 of subclause 9.2 of clause 9, or the payment in lieu provisions of subclause 9.3 of clause 9 will apply.

#### 16.5 Use of Make-up Time

16.5.1 An Officer may elect, with the consent of the Chief Executive, to work "make-up time". "Make-up Time" is worked when the Officer takes time off during ordinary working

hours, and works those hours at a later time, during the spread of ordinary working hours, at the ordinary working hours rate of pay.

#### 16.6 Use of Other Leave Entitlement

16.6.1 The Chief Executive may grant an Officer other leave entitlements for reasons related to family responsibilities, or community service by, the Officer. An Officer may elect, with the consent of the Chief Executive, to take:

- (a) recreation leave;
- (b) extended leave; and
- (c) leave without pay.

### 17. Work Health and Safety

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

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has at its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that employer which might otherwise have been carried out by the other employer's own employees.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

17.3 Nothing in this clause 17 is intended to affect or detract from any obligation or responsibility upon a labour hire business under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

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

This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the *Apprenticeship and Traineeship Act 2001* (or equivalent interstate

legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

17.5 This clause operates from 1 March 2006.

### **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 and 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 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.

18.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an officer because the officer 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.

#### 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."

### **19. No Further Claims**

19.1 Except as provided by the Industrial Relations Act 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2011 in relation to matters expressly contained in this award.

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

20.1 The department for which this award is made is the Office of the Board of Studies. The Award covers all persons appointed, seconded or temporarily employed by the Office in the classifications of Chief Education Officer, Principal Education Officer, Senior Education Officer and Education Officer.

- 20.2 This award variation varies, on and from 20 March 2012, the Crown Employees (Office of the Board of Studies - Education Officers) Salaries and Conditions Award published on 31 July 2009 (368 I.G.858) and all variations thereof following a review under section 19 of the *Industrial Relations Act* 1996.
- 20.3 This award shall take effect on and from 1 January 2009 with a nominal term until and including 31 December 2011.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

#### Chief Education Officer - Grade 1

Grade 1	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$
Level 1	122,094	126,734	131,550	134,839
Level 2	126,056	130,846	135,818	139,213
Level 3	130,019	134,960	140,088	143,590
Level 4	132,681	137,723	142,956	146,530
Level 5	135,636	140,790	146,140	149,794

#### Chief Education Officer - Grade 2

Grade 2	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$
	139,027	144,310	149,794	153,539

#### Principal Education Officer

	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$
Single salary point	119,392	123,929	128,638	131,854

#### Senior Education Officer Grade 1

Grade	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$
	\$	\$	\$	\$

Level 1	91,769	95,256	98,876	101,348
Level 2	103,237	107,160	111,232	114,013

## Senior Education Officer Grade 2

	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$
Single salary point	107,619	111,709	115,954	118,853

## Education Officer AECG

Level	4.4% From the first pay period to commence on or after 1/1/09 \$	3.8% From the first pay period to commence on or after 1/1/10 \$	3.8% From the first pay period to commence on or after 1/1/11 \$	2.5% From the first pay period to commence on or after 1/1/12 \$
Level 1 1st year of Service	66,882	69,424	72,062	73,864
Thereafter	68,993	71,615	74,336	76,194
Level 2 1st year of Service	71,698	74,423	77,251	79,182
Thereafter	73,800	76,604	79,515	81,503
Level 3 1st year of Service	76,009	78,897	81,895	83,942
Thereafter	78,286	81,261	84,349	86,458
Level 4 1st year of Service	81,541	84,640	87,856	90,052
Thereafter	84,135	87,332	90,651	92,917

## Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time by the Director of Public Employment pursuant to his or her powers under the *Public Sector Employment and Management Act 2002*.

C.G. STAFF J

## **CROWN EMPLOYEES (OFFICE OF THE WORKCOVER AUTHORITY - INSPECTORS 2007) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 159 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

### **REVIEWED AWARD**

#### **Arrangement**

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Parties
4.	Salaries and Allowances
5.	Conditions of Employment
6.	Hours
7.	Flexible Working Hours Scheme
8.	Overtime
9.	Excess Travelling Time
10.	Annual Leave Loading
11.	Sick Leave - Mutual Leave Fund
12.	After Hours Response Service
13.	Motor Vehicles
14.	Deduction of Union Membership Fees
15.	Classification Structure
16.	Competency Assessment
17.	Entry Level Inspector
18.	Progression as an Inspector
19.	Progression to Senior Inspector or Principal Inspector
20.	Progression to Assistant State Inspector or State Inspector
21.	Grievance Handling and Dispute Settling Procedure
22.	Anti-Discrimination
23.	No Extra Claims
24.	Area, Incidence and Duration

#### PART B

#### MONETARY. RATES

Table 1 - Inspector Classification and Salary Scales

Table 2 - After Hours Response Service Allowances

Table 3 - Salary Scales - Transitional Adjustments



## **PART A**

### **1. Title**

This award will be known as the Crown Employees (Office of the WorkCover Authority - Inspectors 2007) Award.

### **2. Definitions**

"Contract hours" for a full time Inspector, means one fifth of ordinary working hours as prescribed in this award and, for a part time Inspector, means the hours usually worked on the day.

"Competencies" refer to the national competency standards assigned by WorkCover at specific classification levels.

"Daily span of hours" means, for an Inspector required to work flexible hours, the hours that fall within the bandwidth of the flexible working hours scheme of this award, which do not attract payment for overtime and, for an Inspector required to work standard hours, the contract hours defined in this award.

"Inspector" means an officer or employee employed in WorkCover under Chapter 2 the Public Sector Employment and Management Act 2002 who occupies a position classified in the Inspector Classifications identified in Table 1 of this award.

"Level" means the salary levels specified in Table 1 of this award.

"Memorandum of Understanding" means the document referred to in this award that specifies the understanding between the parties of the benefits to the parties through the operation of the award, the implementation of the award and the administration of the award.

"Salary scale" means the set of salaries payable under this award and specified in Table 1 of this award.

"Standard hours" are the set and regular hours of WorkCover's operations as determined by WorkCover.

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

"WorkCover" means the Chief Executive Officer of the Office of the WorkCover Authority delegated by the Director of Public Employment under section 124 of the Public Sector Employment and Management Act 2002 to exercise the functions of the Director of Public Employment pursuant to section 129 of that Act with respect to this award.

### **3. Parties**

3.1 The parties to this award are:

- (a) The Public Service Commission; and
- (b) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

#### **4. Salaries and Allowances**

4.1 For the purposes of this award, the parties note:

- (a) The former Crown Employees (WorkCover Authority - Inspectors) Award made on 28 November 2003 published 21 May 2004 (344 I.G. 523) is listed in Schedule A and Part B Monetary Rates of the Crown Employees (Public Sector - Salaries 2007) Award published 30 March 2007 (362 I.G. 404).

- (b) The Crown Employees (Public Sector - Salaries 2007) Award provides for a 4% salary increase for Inspectors from the beginning of the first pay period commenced on or after 1 July 2007.
- (c) The 4% salary increase in the Crown Employees (Public Sector - Salaries 2007) Award is the final pay increase arising from the agreement entered into on 21 December 2004 between the New South Wales Government and the Association.
- (d) The increases provided by this award include:
  - i. A compensatory increase of \$4,500 per annum effective from the first pay period commencing on or after 16 November 2006, for changes to the Private Use Motor Vehicle Scheme included in the Memorandum of Understanding.
  - ii. Increases that introduce a new salary structure that provide incremental steps comprising -
    - A. Variable increases, effective from the first pay period commencing on or after 16 November 2006, to establish the differentials for the new incremental salary rates.
    - B. The 4% increase in allowances payable under the Crown Employees (Public Sector - Salaries 2007) Award paid under that award, effective from the first pay period to commence on or after 1 July 2007.

4.2 The parties agree that:

- (a) The increases referred to in 4.1(d) above are included in the following tables as follows:
  - i. Table 1 - All salary increases specified in 4.1(d).
  - ii. Table 2 - The increases in allowances specified in 4.1(d) ii. B.
- (b) During the term of this award, variation to the salaries and allowances included in the Tables to this award by way of salary increases or other benefits will be those applied by the Crown Employees (Public Sector Salaries - 2007) Award, or a replacement award.
- (c) The adjustment of an Inspector's salary to the new incremental salary rates referred to in 4.1(d) ii. A, is to be in accordance with Table 3.

## 5. Conditions of Employment

- 5.1 The provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 apply to an Inspector except for the following provisions in this award, which replace any respective counterpart provision applying within the relevant clauses of the Crown Employees (Public Service Conditions of Employment) Award 2009:
- (a) Flexible working hours.
  - (b) Overtime and overtime meal allowances.
  - (c) Excess travelling time.
  - (d) Annual leave loading.
  - (e) Sick leave with respect to the Mutual Leave Fund.
- 5.2 In the event of any inconsistency or ambiguity that may arise in the application of this award, the relevant provisions of this award will apply before the relevant provisions of Crown Employees (Public Service Conditions of Employment) Award 2009.

## 6. Hours

- 6.1 The ordinary working hours of an Inspector are 38 hours per week, Monday to Friday.
- 6.2 An Inspector's contract hours for one day are equivalent to 7 hours and 36 minutes, which are used to calculate leave entitlements and for WorkCover to determine the standard hours for an Inspector.
- 6.3 An Inspector's daily span of hours will be either the bandwidth specified under the flexible working hours scheme of this award or the standard hours determined by WorkCover.

## 7. Flexible Working Hours Scheme

- 7.1 The Workcover Authority Flexible Working Hours Agreement will apply to all Inspectors working under this award.
- 7.2 Extended Bandwidth
- (a) Extended Bandwidth starts at 6:00am and ends at 10.00pm, and its use is subject to WorkCover's discretion and agreement between the Inspector and their supervisor.
  - (b) An Inspector may, within the extended bandwidth and with the approval of their supervisor, choose to work more than the maximum number of 12 hours on a nominated day, which is to be recorded as part of flexible working hours.
  - (c) Where an Inspector is directed to work for more than the maximum 10.5 hours on a nominated day, overtime will apply.

## 8. Overtime

- 8.1 Eligibility for overtime:
- (a) An Inspector will be eligible for overtime if they have been directed by their supervisor to work -
    - i. more than 10.5 hours in one day; or
    - ii. before 6:00am or after 10:00pm; or
    - iii. on a Saturday, Sunday or public holiday.
  - (b) Hours worked under the extended bandwidth will not of itself result in overtime, unless the conditions in (a) apply.
  - (c) An Inspector who is rostered for the After Hours Response Service when "called out" to attend an incident shall be paid a minimum of 3 hours at double time per each separate incident.
- 8.2 An Inspector may be directed to work overtime, provided it is reasonable for the Inspector to be required to do so. An Inspector may refuse to work overtime in circumstances where the working of such overtime would result in the Inspector working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- (a) the Inspector's prior commitments outside the workplace, particularly the Inspector's family and carer responsibilities, community obligations or study arrangements,
  - (b) any risk to the Inspector's health and safety,
  - (c) the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,

- (d) the notice (if any) given regarding the working of the overtime, and by the Inspector of their intention to refuse overtime, or
- (e) any other relevant matter.

8.3 Overtime is to be calculated using the formula

$$\frac{\text{Annual Salary} \div 52.17857}{35} = \text{Hourly Rate}$$

8.4 Overtime Meal Allowances:

- (a) The overtime meal allowances for breakfast, lunch and dinner specified in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 will apply.
- (b) Breakfast Allowance - Inspectors are eligible for the allowance for breakfast when they have been directed to work before 6.00am and an expense is actually incurred.
- (c) Lunch Allowance - Inspectors are eligible for the allowance for lunch when they have been directed to work on a Saturday, Sunday or public holiday and commence before 8.30am and finish after 1.30pm or commence after 8.30am and finish after 2.00pm and an expense is actually incurred.
- (d) Dinner Allowance - Inspectors are eligible for the allowance for dinner when they have been directed to work after 6.30pm and an expense is actually incurred.

8.5 Meal breaks are in an Inspector's own time and are not counted towards an Inspector's work time or for the payment of overtime or the accrual of flexible working hours.

### **9. Excess Travelling Time**

- 9.1 Excess travelling time is the time taken for an Inspector to travel to a work location that is in excess of the time normally taken for the Inspector to travel between their home and their office.
- 9.2 Compensation for excess travelling time applies when:
- (a) the travel is required to perform WorkCover duties; and
  - (b) the travel has had prior approval; and
  - (c) the excess travelling time amounts to at least 15 minutes on any one day outside the daily span of hours after deducting the time normally taken for an Inspector to travel between their home and their office.
- 9.3 Excess travelling time undertaken during the Extended Bandwidth will accrue as hours worked under flexible working hours.
- 9.4 Excess travelling time undertaken outside the Extended Bandwidth of before 6.00am or after 10.00pm Monday to Friday, or on a Saturday, Sunday or public holiday, or on a non-working day, will be compensated by payment or by leave in lieu at the Inspector's ordinary rate of pay.
- 9.5 WorkCover will decide which type of compensation to grant, having regard to the needs of the Inspector and WorkCover.

### **10. Annual Leave Loading**

- 10.1 The salary rates in Table 1 to this award include an amount of 1.5% of the relevant rate to reflect the annualisation of leave loading.

### **11. Sick Leave - Mutual Leave Fund**

- 11.1 This award continues the WorkCover Inspectors' Mutual Leave Fund (the Fund).
- 11.2 The Fund is an additional entitlement to an Inspector's annual sick leave entitlements and will operate as follows:
- (a) Unless otherwise agreed between the parties, a contribution of three days sick leave will be made from an Inspector's annual sick leave entitlement on 1 January each year and pooled in the Fund.
  - (b) These pooled days will accumulate for the life of this award.
  - (c) An Inspector with less than five days sick leave on the 1 January will not be required to contribute any days sick leave for that year but will be required to contribute no more than three days sick leave on 1 January of the following year.
  - (d) Contributions from an Inspector's annual sick leave entitlement -
    - i. will cease when the maximum number of pooled days reaches 2,100 days or more; and
    - ii. will re-start when the number of pooled days reaches 1,500 days or less.
  - (e) An Inspector will be notified regarding further contributions from their annual sick leave entitlement when the minimum number of pooled days has been reached.
  - (f) If the Fund is discontinued for any reason, the accumulated sick leave days will be re-credited to the Inspector's sick leave entitlement to the extent of the contributions made, less the number of days paid to the Inspector from the Fund.
  - (g) An Inspector who transfers to a position within WorkCover not covered by this award, or transfers elsewhere in the Public Service, will have re-credited to the Inspector's sick leave entitlement, the contributions made less the number of days paid to the Inspector from the Fund.
  - (h) An Inspector is entitled to claim from the Fund when -
    - i. their accumulated and annual sick leave entitlement is exhausted; and
    - ii. they have been absent from work due to sickness or injury for 10 consecutive working days, as a qualifying period.
  - (i) WorkCover may, subject to the circumstances of the case such as part time absences for treatment of a chronic illness, reduce or waive the requirement for an Inspector to have been absent from work for the qualifying period of 10 consecutive working days.
  - (j) An Inspector is entitled to claim from the Fund for all days absent from work through sickness or injury, including the 10 consecutive working days qualifying period.
  - (k) A medical certificate must support all days claimed from the Fund.
  - (l) Should the Fund be unable to meet claims because of insufficient pooled days, WorkCover will underwrite any claims until the Fund receives further contributions.

### **12. After Hours Response Service**

- 12.1 An After Hours Response Service will operate to provide a rapid response to an emergency incident that occurs outside WorkCover's standard hours and includes the Emergency Telephone and the Asbestos Demolition Response Service.

- 12.2 An Inspector who is rostered for the After Hours Response Service as the After Hours Response Manager or as a Rostered Inspector will be paid the allowances specified in Table 2 of this award.
- 12.3 An Inspector who is rostered for the After Hours Response Service when called out to attend an emergency incident will be paid a minimum of three hours overtime at double time for each separate incident.
- 12.4 Should an Inspector be called out to attend an emergency incident on a public holiday, the Inspector will be paid a minimum of three hours at double time and a half for each separate incident.

### 13. Motor Vehicles

- 13.1 A motor vehicle will be allocated to an Inspector as a tool of work to enable the efficient and effective operation of WorkCover services.
- 13.2 The motor vehicle allocated to an Inspector will be available for private use by the Inspector, subject to the WorkCover Motor Vehicle Private Use Scheme.
- 13.3 The parties acknowledge that motor vehicles are allocated, along with a package of conditions including a 38 hour week, to enable the efficient and effective operation of services provided by field based inspectors. WorkCover acknowledges that Inspectors originally traded a 35 hour week as well as other trade offs to obtain the conditions in this package.

## 14. Deduction of Union Membership Fees

- 14.1 The union shall provide WorkCover with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 14.2 The union shall advise WorkCover of any change to the amount of fortnightly membership fees made under its rules and any variation to the schedule of union fortnightly membership fees payable shall be provided to WorkCover at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, WorkCover shall deduct union fortnightly membership fees from the pay of any Inspector who is a member of the union in accordance with the union's rules, provided that the Inspector has authorised WorkCover to make such deductions.
- 14.4 Money so deducted from the Inspector's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 14.5 Unless WorkCover and the union agree to other arrangements, all union membership fees shall be deducted on a fortnightly basis.
- 14.6 Where an Inspector has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Inspector to make a fresh authorisation in order for such deductions to continue.

## 15. Classification Structure

- 15.1 The Inspector Classification has two streams, Inspectorial and Managerial, which represent work of either an inspectorial nature or of a managerial nature and reflect the different types of work performed, knowledge required, problem solving skills employed and accountability levels established.
- 15.2 Appointment to and progression within the Inspectorial stream will be in accordance with the provisions contained in clauses 17, 18, 19 and 20 of this award.
- 15.3 Appointment to and progression within the managerial stream will be by merit selection.
- 15.4 Transfer between each stream, will be subject to the follow principles:

- (a) An Inspector in the Inspectorial Stream who is successful in being appointed to a position in the Managerial Stream will transfer to the Managerial Stream position and retain their Inspectorial Stream salary where -
  - i. their Inspectorial Stream salary is higher than the salary for the Managerial Stream position, and
  - ii. the functions and scope of the Managerial Stream position, as determined by WorkCover, enables the Inspector to continue to exercise their Inspectorial skills and knowledge in the field at the level consistent with their Inspectorial Stream salary.
- (b) An Inspector in the Managerial Stream may transfer to a position in the Inspectorial Stream provided that -
  - i. there is an identified need approved by WorkCover, and
  - ii. the Inspector holds the relevant competencies or other qualifications specified for the Inspectorial Stream position to which they are transferred; or,
  - iii. a District Coordinator who has held that position for 3 years and is approved to transfer into the Inspectorial stream may do so without the need to obtain Principal Inspector competencies. Periods of acting as a District Coordinator do not count towards the 3-year period. A District Coordinator 2 will move to the salary rate of a Principal Inspector 2.
- (c) An Inspector transferring to another position within the Inspectorial stream or within the Managerial stream will be subject to procedures determined by WorkCover following consultation with the PSA.

## 16. Competency Assessment

- 16.1 Progression and appointment to the Inspector Classifications of Senior Inspector, Principal Inspector, Assistant State Inspector and State Inspector will be subject to, amongst other requirements, an Inspector holding the relevant competencies specified in the Memorandum of Understanding that have been awarded by:
- (a) WorkCover in its role as a Registered Training Organisation, or
  - (b) a Registered Training Organisation conducting assessment under the auspices of WorkCover, or
  - (c) any other Registered Training Organisation having the capacity to issue a Statement of Attainment.
- 16.2 WorkCover will ensure that a policy of equal opportunity is applied so that all Inspectors are offered equal access to work of a nature that provides learning and development in the disciplines and fields of knowledge relevant to competency units. This may involve an Inspector changing groups, teams or locations to access these opportunities.
- 16.3 The parties are committed to a process of consultation on the methods to be used to assess an Inspector against a competency unit, with a view to reaching agreement on the methods adopted being:
- (a) fairly and justly applied,
  - (b) regarded by the parties as appropriate for assessment of the Inspector against the relevant competency unit, and
  - (c) consistent with the national guidelines for assessment of competency units contained in appropriate National Training Packages.

16.4 Changes to the competency units selected and assigned at each Inspector classification level:

- (a) will require the parties to consult and reach agreement to those changes.
- (b) will occur in such a way as to ensure that the competency assessment process is fair and just.
- (c) The parties are committed to a process of ensuring that the competency units selected remain relevant and appropriate to the work of an Inspector.

### **17. Entry Level Inspector**

17.1 An entry level Inspector is an Inspector recruited to an Inspector Classification position for which they applied, on a salary level for the position that is commensurate with their skill and experience as determined by WorkCover.

17.2 Probationary appointment and confirmation:

- (a) An entry level Inspector will be appointed on probation for a period of 12 months, or such other period as directed by WorkCover, to -
  - i. undertake training for the Diploma of Government (Workplace Inspection) issued by WorkCover as a Registered Training Organisation, and
  - ii. receive instruction in the conduct and performance of an Inspector.
- (b) The entry level Inspector will be eligible for confirmation of appointment when they have -
  - i. met the standards required within the entry level Inspector's training program, which includes assignments and field activities, and have had their conduct and performance assessed as satisfactory.
  - ii. been assessed and deemed competent for the Diploma of Government (Workplace Inspection).
- (c) The entry level Inspector who has completed a period of probation in a position other than Inspector in WorkCover, or a position in another Department or other New South Wales public authority, and was confirmed in that position, will be regarded as an entry level Inspector and will be required to -
  - i. undertake the training and receive instructions as specified in (a), and
  - ii. satisfy the confirmation of appointment provisions in (b).

17.3 Should an entry level Inspector not satisfy the confirmation of appointment provisions within the 12-month period, WorkCover may extend their probation for a further period or periods considered appropriate by WorkCover to complete the confirmation of appointment requirements, subject to reasonable notice being given to the entry level Inspector.

17.4 Should an entry level Inspector fail to complete the requirements for confirmation of appointment within the extended period, WorkCover will discontinue the provision of training and instructions and will consider the future of their continued employment in WorkCover.

### **18. Incremental Progression**

18.1 Incremental progression as an Inspector from Inspector Level 1 to Inspector Level 2 and subsequently to Inspector Level 3 will be subject to an Inspector's conduct and performance being assessed as satisfactory after a period of 12 months as an Inspector Level 1, Inspector Level 2, or Inspector Level 3.



18.2 Incremental progression within each of the Inspector classifications within the Inspectorial Stream other than Inspector Level 1, Inspector Level 2, or Inspector Level 3, and within the Managerial stream, will be subject to an Inspector's conduct and performance being assessed as satisfactory after a period of 24 months in the Inspector's classification.

19. Progression to Senior Inspector or Principal Inspector

19.1 Progression to Senior Inspector or Principal Inspector will require:

- (a) the Inspector's conduct and performance being assessed as satisfactory, and
- (b) the Inspector holding relevant competencies for a Senior Inspector or Principal Inspector, whichever applies.

#### **20. Progression to Assistant State Inspector Or State Inspector**

20.1 Progression to Assistant State Inspector or State Inspector will be subject to:

- (a) the Inspector holding the relevant competencies for an Assistant State Inspector or State Inspector, and
- (b) merit selection.

#### **21. Grievance and Dispute Settling Procedures**

21.1 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 WorkCover, if required.

21.2 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.

21.3 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 Chief Executive Officer or delegate.

21.4 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.

21.5 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 Chief Executive Officer.

21.6 The Chief Executive Officer may refer the matter to the Director of Public Employment for consideration.

21.7 If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

21.8 A staff member, at any stage, may request to be represented by the Union.

- 21.9 The staff member, or the Union on their behalf, or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 21.10 The staff member, Union, WorkCover and the Public Service Commission shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 21.11 Whilst the procedures outlined in subclauses 21.1 to 21.10 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.

## 22. Anti-Discrimination

- 22.1 It is the intention of the parties bound by this award to seek to achieve the objects of section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 22.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in the effects and it will be consistent with the fulfilment of these obligations for the parties to make application to vary any provisions of this award, which by its terms or operation, has a direct or indirect discriminatory effect.
- 22.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to effect:
- (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 exempt 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.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 22.6 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."

### 23. No Extra Claims

- 23.1 The parties agree that the variations in salaries, allowances and conditions of employment under this award have been paid on the assumption that there will be no extra claims for the duration of this Award. The parties to this agreement are described in clause 3 of this award.
- 23.2 This no extra claims commitment does not prevent the parties making any claims that may arise following the adoption of a new Equal Remuneration Principle by the New South Wales Industrial Relations Commission.

### 24. Area, Incidence and Duration

- 24.1 This award will apply to all Inspectors who occupy a position classified in the Inspector Classifications identified in Table 1 of this award.
- 24.2 This award is made following consent of the parties and rescinds and replaces the Crown Employees (Office of the WorkCover Authority - Inspectors) Award 2007, published 9 November 2007 (364 I.G. 329).
- 24.3 This award will be effective from the first pay period commencing on or after 16 November 2007.
- 24.4 This award will be in force for a period of three years from 16 November 2007 or until it is varied or rescinded.
- 24.5 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 28 March 2012

Changes made to this award subsequent to it first being published on 16 November 2007 have been incorporated into this award as part of the review

**Table 1 - Inspector Classifications and Salary Scales**

2003 Award			2006 Award				
Inspector Stream	Managerial Stream	Salary p.a. 14 July 2006	Salary p.a. fpp comm. on or after 16 Nov. 06	Inspectorial Stream	Managerial Stream	Salary p.a. fpp commencing on or after 16 Nov. 06	Salary p.a. fpp commencing on or after 1 July 2007
		\$58,865	\$63,365				
		\$59,635	\$64,135				
		\$63,927	\$68,427	<b>Level 1</b>		\$69,111	\$71,164
		\$65,800	\$70,300	<b>Level 2</b>		\$71,003	\$73,112
		\$69,801	\$74,301	<b>Level 3</b>		\$75,044	\$77,273
<b>Senior Inspector</b>		\$72,705	\$77,205	<b>Senior Inspector 1</b>		\$77,977	\$80,293
				<b>Senior Inspector 2</b>		\$78,710	\$81,048
<b>Assistant Principal Inspector</b>	<b>District Coordinator</b>	\$75,016	\$79,516	<b>Principal Inspector 1</b>	<b>District Coordinator 1</b>	\$80,311	\$82,697
				<b>Principal Inspector 2</b>		\$81,067	\$83,474
					<b>District Coordinator 2</b>	\$81,901	\$84,334
<b>Principal Inspector</b>		\$79,422	\$83,922	<b>Assistant State Inspector 1</b>		\$84,761	\$7,279

				Assistant State Inspector 2		\$85,558	\$88,100
Regional Inspector	Team Coordinator	\$85,129	\$89,629	State Inspector 1	Team Coordinator 1	\$90,525	\$93,214
				State Inspector 2		\$91,377	\$94,091
					Team Coordinator 2	\$92,318	\$95,060
State Inspector	State Coordinator	\$89,351	\$93,851		State Coordinator 1	\$94,790	\$97,605
					State Coordinator 2	\$95,681	\$98,523
	Team Manager	\$97,032	\$101,532				
		\$101,148	\$105,648		Team Manager 1	\$106,704	\$109,874
		\$107,484	\$111,984				
		\$112,217	\$116,717		Team Manager 2	\$117,884	\$121,386

4,500 Compensatory Payment

New Salary Structure and Interim payment from 4%

4% Final Payments

**Table 2 - After Hours Response Service Allowances**

Role	Allowances			
	Roster Allowance		Phone Call Disturbance Allowance	
	First pay period commencing on or after 16 November 2006	From first pay period commencing 1 July 2007	First pay period commencing on or after 16 November 2006	From first pay period commencing 1 July 2007
After Hours Response Manager	\$112 per week	\$116 per week	\$30 per call received up to eight calls in 24 hours	\$31 per call received up to eight calls in 24 hours
Rostered Inspector	\$112 per week	\$116 per week	\$20 per call received up to eight calls in 24 hours	\$21 per call received up to eight calls in 24 hours

**Table 3 - Salary. Scales - Transitional Adjustments**

Inspector classification and salary level 2003 Award	Period of Service at this level	Adjustment to 2007 Award	Increment Date
Inspector, Level 1	Not applicable	Inspector, Level 1	Retains increment date
Inspector, Level 2	Not applicable	Inspector, Level 1	Retains increment date
Inspector, Level 3	Not applicable	Inspector, Level 1	Retains increment date
Inspector, Level 4	Not applicable	Inspector, Level 2	Retains increment date
Inspector, Level 5	Not applicable	Inspector, Level 3	Retains increment date
Senior Inspector	Less than 24 months	Senior Inspector 1	Date of appointment as Senior Inspector

	24 months or more	Senior Inspector 2	Not applicable
Assistant Principal Inspector	Less than 24 months	Principal Inspector 1	Date of appointment as Assistant Principal Inspector
	24 months or more	Principal Inspector 2	Not Applicable
District Coordinator	Less than 24 months	District Coordinator 1	Date of appointment as District Coordinator
	24 months or more	District Coordinator 2	Not applicable
Principal inspector	Less than 24 months	Assistant State Inspector 1	Date of appointment as Principal Inspector
	24 months or more	Assistant State Inspector 2	Not applicable
Regional Inspector	Less than 24 months	State Inspector 1	Date of appointment as Regional Inspector
	24 months or more	State Inspector 2	Not applicable
Team Coordinator	Less than 24 months	Team Coordinator 1	Date of appointment as Team Coordinator
	24 months or more	Team Coordinator 2	Not applicable
State inspector	Less than 24 months	State Coordinator 1	Date of appointment as State Inspector
	24 months or more	State Coordinator 2	Not applicable
State Coordinator	Less than 24 months	State Coordinator 1	Date of appointment as State Coordinator
	24 months or more	State Coordinator 2	Not applicable
Team Manager 1st year	Not applicable	Team Manager 1	From commencement of pay period for (insert date 12 months before commencement of award)
Team Manager 2nd year	Not applicable	Team Manager 1	Date of appointment as Team Manager 2nd year
Team Manager 3rd year	Not applicable	Team Manager 2	Not applicable
Team Manager 4th year	Not applicable	Team Manager 2	Not applicable

C. G. STAFF J.

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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*.

(No. IRC 165 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

**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) "Director General" means the Director General of the Department of Premier and Cabinet, as established under the *Public Sector Employment and Management Act 2002*.
- (b) "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- (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.

#### 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 department, if required.
- (ii) A staff member 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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (iv) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (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 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. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Department Head.
- (vi) The Department Head may refer the matter to the Director General of the Department of Premier and Cabinet for consideration.
- (vii) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member 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.
- (x) The staff member, Association, department and Director General of the 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.
- (xi) Whilst the procedures outlined in subclauses (i) to (x) of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

### 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 Public Sector Employment and Management Act 2002, the Public Sector Employment and Management (General) Regulation 2009, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 and the Crown Employees (Public Sector - Salaries 2008) Award any awards replacing these awards.
- (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 29 March 2012.
- (iv) 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	1.7.10 Per annum \$	1.7.11 Per annum 2.5% \$
Physiotherapists - Grade 1			
1st year of service	46	52,104	53,407
2nd year of service	50	54,155	55,509
3rd year of service	56	57,175	58,604
4th year of service	63	61,282	62,814
5th year of service	70	65,626	67,267
6th year of service	76	69,518	71,256
7th year of service	81	72,922	74,745
Grade 2	85	75,870	77,767
Grade 3	92	81,224	83,255
Grade 4	95	83,832	85,928
Grade 5	98	86,498	88,660

Grade 6	100	88,220	90,426
Grade 7	103	90,757	93,026
Occupational Therapists - Grade 1			
1st year of service	46	52,104	53,407
2nd year of service	50	54,155	55,509
3rd year of service	56	57,175	58,604
4th year of service	63	61,282	62,814
5th year of service	70	65,626	67,267
6th year of service	76	69,518	71,256
7th year of service	81	72,922	74,745
Grade 2	85	75,870	77,767
Grade 3	92	81,224	83,255
Grade 4	95	83,832	85,928
Grade 5	98	86,498	88,660
Grade 6	100	88,220	90,426
Speech Pathologist - Grade 1			
1st year of service	46	52,104	53,407
2nd year of service	50	54,155	55,509
3rd year of service	56	57,175	58,604
4th year of service	63	61,282	62,814
5th year of service	70	65,626	67,267
6th year of service	76	69,518	71,256
7th year of service	81	72,922	74,745
Grade 2	85	75,870	77,767
Grade 3	92	81,224	83,255
Grade 4	95	83,832	85,928
Grade 5	98	86,498	88,660
Music Therapists			
1st year of service	31	45,519	46,657
2nd year of service	38	48,481	49,693
3rd year of service	43	50,831	52,102
4th year of service	49	53,636	54,977
5th year of service	54	56,089	57,491
6th year of service	59	58,858	60,329
7th year of service	63	61,282	62,814

**Table 2 - Other Rates of Allowances**

Sole Allowance - 3(ii)(a)	2,193	2,248
Part-time Student Unit Supervisor Allowance for each student per supervised shift - refer formula in award at 3(ii)(b)	7.96	8.16

C.G. STAFF J

**CROWN EMPLOYEES (PSYCHOLOGISTS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 166 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

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

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Classifications
4.	Appointments and Progression
5.	Salaries
6.	Transitional Arrangements
7.	Conditions of Employment
8.	Environmental Allowance
9.	Grievance and Dispute Settling Procedures
10.	Anti Discrimination
11.	Area, Incidence and Duration

**PART B**

Table 1 - Salary Rates

Table 2 - Environmental Allowance

Table 3 - Commencing Salary and Progression

Table 4 - Special Transitional Arrangements

**2. Definitions**

"APS" means the Australian Psychological Society.

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

"Department" means a department of the Public Service specified in Column 1 of Schedule 1 of the *Public Sector Employment and Management Act 2002* or NSW Police by whom the employee is directly engaged.

"Division Head" means a Division Head specified in Column 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002* or the Commissioner of Police.

"Employee" means a person employed in accordance with the *Public Sector Employment and Management Act 2002* by a Department or by NSW Police pursuant to the *Police Act 1990* (excluding a police officer as defined in the *Police Act 1990*) in one of the classifications listed in clause 3 of this Award.

"PRB" means the NSW Psychologists Registration Board or successor organisation.

" Director General of the Department of Premier and Cabinet" means the employer for industrial purposes under the *Public Sector Employment and Management Act 2002*.

### 3. Classifications

#### PSYCHOLOGIST

A Psychologist shall have the following characteristics:

##### EDUCATION, TRAINING AND EXPERIENCE

Must possess a degree requiring the equivalent of 4 years full time study in psychology from a PRB recognised tertiary institution and either be fully registered as a Psychologist or be provisionally registered as an Intern Psychologist with the PRB

Fulfil registration requirements within relevant timeframes in order to obtain full registration with the PRB (Intern Psychologists only)

##### TASK

Provide a competent psychological service through assessment, counselling and therapeutic interventions appropriate to the employment context.

##### JUDGEMENT AND PROBLEM-SOLVING

Provides generalist psychological assessment, counselling and therapeutic interventions

Increasingly complex problems as allocated and monitored by the designated manager and/or in consultation with the professional supervisor.

##### SUPERVISION AND INDEPENDENCE

Works under the professional supervision of the designated manager and/or the professional supervisor.

May work as part of a team of psychologists and/or as a member of a multidisciplinary team

Psychologists trained and accredited by the PRB as a supervisor with a minimum of 3 years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

##### ORGANISATIONAL RELATIONSHIPS AND IMPACT

May assist in the formulation of management and case plans

Liaison with relevant internal and external stakeholders

#### SENIOR PSYCHOLOGIST

In addition to performing the work of a Psychologist, a Senior Psychologist shall have the following characteristics:

##### EDUCATION, TRAINING AND EXPERIENCE

Full registration as a psychologist in NSW with the PRB

Highly developed expertise in a relevant area of psychology (e.g. assessment/treatment/ programming / behaviour management)

**TASK**

Provides more complex assessment, case formulation and intervention by exercising independent professional judgement

Management of complex cases

Superior assessment; treatment; programming; behaviour management; therapeutic program development; and/or research skills, which result in the development of more effective interventions

May provide consultation, training and supervision within an area of specific expertise to other psychologists

May conduct and set psychological research and evaluation projects for the Department as required.

**JUDGEMENT AND PROBLEM-SOLVING**

Exercises independent psychological judgement

Is recognised for sound professional judgement

Exercises initiative in the development of sound work practices or professional standards

Contributes to the development, evaluation of and quality improvement of psychological assessment / treatment / intervention programs across the Department

**SUPERVISION AND INDEPENDENCE**

May provide supervision

Able to work independently

May work in or lead a multidisciplinary team.

Seeks advice from the designated manager and/or the professional supervisor in appropriate circumstances.

Senior Psychologists trained and accredited by the PRB as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

**ORGANISATIONAL RELATIONSHIPS AND IMPACT**

May assist with formulation of policy

Provides sophisticated consultation to other psychologists and other Department staff

Provides advice / input for the development, evaluation of and quality improvement of psychological assessment / treatment / intervention programs when required.

Forges productive organisational links with other service providers.

**SPECIALIST PSYCHOLOGIST**

In addition to performing the work of a Psychologist, a Specialist Psychologist shall have the following characteristics:

**EDUCATION, TRAINING AND EXPERIENCE**

Full registration as a psychologist in NSW with the PRB.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent; or

Education, training and experience deemed by the Department to be equivalent (for example as signified by membership of a relevant APS College such as Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology).

Broad, expert relevant specialist knowledge.

**TASK**

Adapts psychological literature for new programs, therapies or research.

Conducts and evaluates psychological interventions at a high standard.

May conduct psychological research and evaluation projects for the Department as required.

**JUDGEMENT AND PROBLEM-SOLVING**

Exercises independent clinical judgement.

High level diagnostic ability in relation to psychological disorders.

High level clinical judgements according to scientific literature.

**SUPERVISION AND INDEPENDENCE**

Works under the supervision of the designated manager and/or the professional supervisor.

Knows area of expertise and will consult others on a needs basis.

Able to work independently.

May work in or lead a multidisciplinary team.

A Specialist Psychologist trained and accredited by the PRB as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

**ORGANISATIONAL RELATIONSHIPS AND IMPACT**

Consultant to psychologists and peer consultancy within relevant area of expertise.

May assist with formulation of policy

**SENIOR SPECIALIST PSYCHOLOGIST**

In addition to performing the work of a Specialist Psychologist, a Senior Specialist Psychologist shall have the following characteristics:



**EDUCATION, TRAINING AND EXPERIENCE**

Full registration as a psychologist in NSW with the PRB.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent; or

Education, training and experience deemed by the Department to be equivalent (for example as signified by membership of a relevant APS College such as Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology).

Extensive experience as a Specialist Psychologist or other relevant work experience deemed equivalent by the Division Head.

**TASK**

Is required to manage more difficult or unusual cases.

High level of clinical expertise and responsibilities.

May conduct and set psychological research and evaluation projects for the Department as required.

**JUDGEMENT AND PROBLEM-SOLVING**

Resolves complex clinical problems.

May provide advice and input for service planning e.g., at sector or area level.

Resolves issues likely to have wide impact on the profession and organisation within area of expertise.

**SUPERVISION AND INDEPENDENCE**

May provide supervision.

May work in or lead a multidisciplinary team.

Major contributions to the quality management and evaluation of psychological services within area of expertise.

A Senior Specialist Psychologist trained and accredited by the PRB as a supervisor with a minimum of three years post registration experience may be reasonably required by the Department to supervise an Intern Psychologist who is in the process of gaining full registration with the PRB.

**ORGANISATIONAL RELATIONSHIPS AND IMPACT**

Higher level consultancy role within the Department and with external agencies

**CHIEF PSYCHOLOGIST**

A Chief Psychologist shall have the following characteristics:

**EDUCATION, TRAINING AND EXPERIENCE**

Full registration as a psychologist in NSW.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, and Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent: The Division Head may approve other appropriate degrees or experience for entry to this classification.

High-level expertise of a specific relevant area within the profession.

Substantial experience in professional supervision and/or management in the relevant area.

Superior skills in coordinating a comprehensive program or services.

#### TASK

Develops appropriate policy in a specific area.

May conduct and set research and evaluation projects for the Department as required.

Provides high level consultation to the Department within specific professional areas,

Devises and manages training programs of professional relevance to psychologists

#### JUDGEMENT AND PROBLEM-SOLVING

Provide a psychological service in the most complex cases.

Applies policy and procedures independently in decision-making.

Exercises independent and expert judgement in making recommendations on implementation of policy and allocation of resources.

#### SUPERVISION AND INDEPENDENCE

May work in or lead a multi-disciplinary team.

May manage the implementation of state-wide psychological and behavioural programs delivered by multi-disciplinary teams.

May professionally supervise a team of skilled psychologists.

Provides leadership and professional supervision to all psychologists within designated area of responsibility.

Works with a high level of independence.

#### ORGANISATIONAL RELATIONSHIPS AND IMPACT

Consultancy, negotiation with other organisations on service provision/case management at a regional or area level.

Provides professional psychological advice to management.

Manages a larger multi-disciplinary team or several teams of psychologists.

High level liaison with relevant internal and external stakeholders.

**PRINCIPAL PSYCHOLOGIST**

A Principal Psychologist shall have all of the following characteristics:

**EDUCATION, TRAINING AND EXPERIENCE**

Full registration as a psychologist in NSW.

Must possess a post-graduate degree at the masters level or higher in a specialist area deemed relevant by the employing Department including, but not limited to, Clinical Psychology, Clinical Neuropsychology, Counselling Psychology, Forensic Psychology. The post graduate degree must include components of professional training and supervised experience and must be of at least 2 years full time duration or its equivalent: The Division Head may approve other appropriate degrees or experience for entry to this classification.

Substantial relevant clinical, supervisory and management skills.

Understands relevance of their discipline to the role of the Department.

Superior knowledge of research relevant to the service.

Possess significant expertise in the delivery and management of psychological services.

**TASK**

May conduct and set psychological research and evaluation projects for the Department as required.

Ensures the delivery and quality of psychological services provided throughout the Department.

Reviews programs and services across the Department.

High level policy advice on deployment of services and professional resources.

Provides strategic advice informed by up-to-date knowledge in the relevant area.

Oversees maintenance of professional standards in psychological practice.

**JUDGEMENT AND PROBLEM-SOLVING**

Strategic planning, negotiation with other organisations and Departments at a statewide level.

Authoritative advice to the organisation on psychological matters.

Significant strategic, policy or service delivery input at an organisational level.

**SUPERVISION AND INDEPENDENCE**

Provides leadership to all psychologists in the Department.

Works with a high level of independence.

Provides professional supervision of the Chief Psychologists and/or other senior classifications as deemed appropriate.

Ensures a high quality of professional supervision within the Department

**ORGANISATIONAL RELATIONSHIPS AND IMPACT**

Represent the Department to external bodies, as required, in relation to psychological matters.

Provide high level advice to senior management of the Department and other key clients.

Has significant policy or service delivery influence at an organisational level.

High level liaison with relevant internal and external stakeholders.

#### **4. Appointment and Progression**

Appointment to the Chief or Principal Psychologist classification is subject to the occurrence of a vacancy in the relevant classification. Appointment to Senior Psychologist, Specialist Psychologist or Senior Specialist Psychologist is subject either to the occurrence of a vacancy in the relevant classification or to the following reclassification process:

- 4.1 An applicant for reclassification as a Senior Psychologist, Specialist Psychologist or Senior Specialist Psychologist is required to submit a written application detailing how he or she meets the characteristics for the higher classification as specified in clause 3 of this Award. The application must include a supporting reference from his or her professional supervisor.
- 4.2 The Classification Committee tests the application by peer professional review, against the relevant classification characteristics by way of formal interview.
- 4.3 The Classification Committee consists of:
  - (a) The departmental Principal or a departmental Chief Psychologist (or equivalent).
  - (b) A Human Resources Manager (or equivalent) as designated by the Department, and
  - (c) A Principal or Chief Psychologist or equivalent from another Department (to ensure equity of standards and process).
- 4.4 The Classification Committee makes a recommendation to the Department Division on whether or not to approve the reclassification.
- 4.5 An applicant for reclassification to the position of Senior Psychologist shall have completed a minimum of one year at the 9th year of service point on the salary scale for a Psychologist.
- 4.6 An applicant for reclassification to the position of Senior Specialist Psychologist shall have completed a minimum of one year at the 5th year of service on the salary scale for Specialist Psychologist (or a previously equivalent classification).
- 4.7 An applicant for reclassification to the position of Specialist Psychologist shall have completed a minimum of one year at the 9th year of service of the Psychologists salary scale or the 3rd year of service of the Senior Psychologists salary scale unless the applicant has obtained a relevant Master's degree or higher.
- 4.8 Any application for reclassification to the position of Specialist Psychologist by an applicant who does not possess a Masters Degree must be made prior to 30 June 2008.
- 4.9 An applicant can only make one application for reclassification to the same classification within a twelve month period.

#### **5. Salaries**

- 5.1 The annual salaries payable to employees covered by this Award are as set out in Table 1 - Salaries, of Part B of this Award.
- 5.2 The salary rates and allowance set at the date of commencement of this Award will increase in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award.

- 5.3 Existing employees at 9 October 2006 were transferred to the classification and salary step in the new classification in accordance with the transitional arrangements in clause 6.
- 5.4 Commencing salary and progression for psychologists are set out in Table 3 - Commencing Salary and Progression - Psychologists, of Part B of this Award.

## 6. Transitional Arrangements

- 6.1 Under the former Crown Employees (Psychologists) Award published 9 March 2007 (362 IG 170), existing employees at 9 October 2006 were transferred to the appropriate classification contained within this Award as described in the following table and in accordance with subclauses 6.2 to 6.6 of this clause:

Previous classification	New Classification
Psychologist	Psychologist
Clinical Psychologist	Specialist Psychologist
Neuropsychologist - DCS	Specialist Psychologist
Senior Psychologist - DCS (Year 1 and Year 2)	Senior Specialist Psychologist (Year 1)
Senior Psychologist - DCS (Year 3)	Senior Specialist Psychologist (Year 2)
Specialist Services Coordinator -DJJ	Senior Specialist Psychologist (Year 1)
Senior Clinical Psychologist	Senior Specialist Psychologist (Year 1)
Senior Program Co-ordinator - DADHC	Senior Specialist Psychologist (Year 1)
Deputy Principal Psychologist (DOCs)	Chief Psychologist
Chief Psychologist - DCS	Chief Psychologist
Assistant Director, Psychological and Specialist Services (DJJ)	Chief Psychologist
Principal Psychologist (DOCs)	Principal Psychologist
Head Psychologist - DCS	Principal Psychologist
Director, Psychological and Specialist Services (DJJ)	Principal Psychologist

- 6.2 Employees transferring to the new classifications of Psychologist or Specialist Psychologist in accordance with clause 6.1 above shall move to the incremental step within the new classification corresponding to the incremental step in his or her previous classification. Where the employee has been on an incremental step in his or her previous classification which is higher (in number of years) than the highest incremental step in the new classification, the employee will transfer to the highest incremental step in the new classification.
- 6.3 Employees transferring to the new classification of Senior Specialist Psychologist in accordance with clause 6.1 above shall move to the incremental step listed in the table above.
- 6.4 Where there is an increase in salary the date of transfer to the new incremental step will become the new annual increment date.
- 6.5 In addition to clauses 6.1 - 6.4 above, the special transitional arrangements set out in Table 4 to this Award shall apply.
- 6.6 At the time of the commencement of this Award, no existing employee covered by this Award will suffer a reduction in their rate of pay or any loss or diminution of their Award conditions of employment as a consequence of the making of this Award whilst they continue to occupy the position they transitioned to.

## 7. Conditions of Employment

- 7.1 General Conditions

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 provided for under the Public Sector Employment and Management Act 2002, the Public Sector Employment and

Management (General) Regulation 2009, and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any replacement awards.

#### 7.2 Professional Supervision

Intern Psychologists shall be provided with professional supervision in accordance with PRB guidelines as amended from time to time.

All psychologists' classifications shall be provided with professional supervision to maintain competence in their area of practice through ongoing supervision in accordance with PRB guidelines.

#### 7.3 Materials of Work

Appropriate rooms will be provided for conducting clinical interviews and/or assessments with clients/offenders to ensure psychologists are able to meet requirements, subject to occupational health and safety obligations, of auditory privacy and client confidentiality. In addition the employer will provide ready access to appropriate test materials, including a set of relevant current psychometric instruments.

#### 7.4 Professional Development

Psychologists shall have appropriate and equitable access to professional training, education and conference attendance relevant to both the employer and employee in order that they may maintain competence through ongoing professional development in accordance with PRB guidelines. The Department shall not unreasonably refuse requests by psychologists to attend relevant training, education and conferences. Attendance at approved training, education and conferences shall be in accordance with the Staff Training and Development Clause of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as amended from time to time.

### **8. Environmental Allowance**

#### 8.1 Environmental Allowance

Psychologists who have substantial regular and direct contact with offenders/clients in correctional centres operated by the Department of Corrective Services and Juvenile Justice Centres operated by the Department of Juvenile Justice shall be paid the environmental allowance specified in Item 1 of Table 2, Environmental Allowance of Part B, Monetary rates. The allowance shall be paid under the following conditions:

- (a) the work location is totally within a Correctional or Juvenile Justice Centre to attract full payment;
- (b) there must be regular, direct and substantial contact with offenders/clients;
- (c) the allowance can be paid on a pro-rata basis if the contact is not on a full time basis, i.e. 2 - 3 days attracts 50 per cent, 4 - 5 days attracts 100 per cent; and
- (d) offender/client contact is generally in a "supervisory" capacity i.e. contact is for professional purposes.

#### 8.2 The environmental allowance will increase in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award.

### **9. Grievance and Dispute Settling Procedures**

#### 9.1 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.

- 9.2 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.
- 9.3 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 Division Head or delegate.
- 9.4 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.
- 9.5 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 Division Head.
- 9.6 The Division Head may refer the matter to the Director General of the Department of Premier and Cabinet for consideration.
- 9.7 If the matter remains unresolved, the Division 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.
- 9.8 An employee, at any stage, may request to be represented by the Association.
- 9.9 The Association or the Division Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.10 The employee, Association, Department and the Director General of the 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.
- 9.11 Whilst the procedures outlined in subclauses 9.1 to 9.10 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

### **10. Anti Discrimination**

- 10.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 It follows that in fulfilling their obligations under the dispute resolution 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.
- 10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;

- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
- (d) a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

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."

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

11.1 This Award shall apply to employees as defined in clause 2, Definitions of this Award.

11.2 This award replaces the following instruments insofar as they apply to those employees:

- (a) Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982 and Amending Agreement No. 2520 of 1989
- (b) Psychologists - Department of Corrective Services PEO Determinations effective 12 March 1998 and 25 August 2000
- (c) Clinical Neuropsychologist - Department of Corrective Services; Determination No.937 of 2004
- (d) Psychologist-in-Charge, Department of Ageing, Disability and Home Care Determination No. 933 of 2004

11.3 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 March 2012.

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

## **PART B**

### **Table 1 - Salary Rates**

Applying from the beginning of the first pay period to commence on or after the dates in the column headings:



Psychologists				
Classification and Grade	1.7.08 Per annum +4% \$	1.7.09 Per annum +4% \$	1.7.10 Per annum +4% \$	1.7.11 Per annum +2.5% \$
<b>Psychologist</b>				
1st year	50,631	52,656	54,762	56,131
2nd year	53,371	55,506	57,726	59,169
3rd year	56,106	58,350	60,684	62,201
4th year	59,526	61,907	64,383	65,993
5th year	62,948	65,466	68,085	69,787
6th year	66,369	69,024	71,785	73,580
7th year	69,791	72,583	75,486	77,373
8th year	72,529	75,430	78,447	80,408
9th year and thereafter	75,263	78,274	81,405	83,440
<b>Senior Psychologist</b>				
1st year	79,370	82,545	85,847	87,993
2nd year	82,791	86,103	89,547	91,786
3rd year and thereafter	86,212	89,660	93,246	95,577
<b>Specialist Psychologist</b>				
1st year	72,529	75,430	78,447	80,408
2nd year	76,631	79,696	82,884	84,956
3rd year	80,738	83,968	87,327	89,510
4th year	84,843	88,237	91,766	94,060
5th year and thereafter	88,947	92,505	96,205	98,610
<b>Senior Specialist Psychologist</b>				
1st year	93,054	96,776	100,647	103,163
2nd year	95,790	99,622	103,607	106,197
3rd year and thereafter	98,528	102,469	106,568	109,232
<b>Chief Psychologist</b>				
1st year	103,293	107,425	111,722	114,515
<b>Principal Psychologist</b>				
1st year and thereafter	112,212	116,700	121,368	124,402

**Table 2 - Environmental Allowance**

Applying from the beginning of the first pay period to commence on or after the dates in the column headings:

Item. No	Clause No.	Description	1.7.08 \$	1.7.09 \$	1.7.10 \$	1.7.11 \$
1	8	Environmental Allowance	2,318	2,411	2,507	2,570

**Table 3 - Commencing Salary and Progression**

#### Psychologists

Intern Psychologists shall commence at year 1 of the scale for Psychologist and may progress by way of annual increment to year 2, subject to satisfactory conduct and services. Progression to year 3 shall occur effective from the date of registration with the PRB. The date of registration will become the new annual increment date.

The Division Head may consider progression past year 2 up to year 3 only where there are extenuating circumstances which have prevented the Psychologist from achieving full registration within the standard 2 year period.

Provided that where a Psychologist has already met the criteria for full registration and is registered in accordance with the Psychologists Act 2001, he/she shall commence at Year 3 of the scale for Psychologist, unless the Division Head otherwise approves a higher commencing salary.

Except for an Intern Psychologist, progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

#### Senior Psychologists

A Senior Psychologist will commence at year 1 of the salary scale for Senior Psychologist unless the Division Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Senior Psychologist classification that is immediately above the salary previously applying to that person as Psychologist unless the Division Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

#### Specialist Psychologists

A Specialist Psychologist will commence at year 1 of the salary scale for Specialist Psychologist unless the Division Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Specialist Psychologist classification that is immediately above the salary previously applying to that person as Psychologist or Senior Psychologist unless the Division Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

#### Senior Specialist Psychologist

A Senior Specialist Psychologist will commence at year 1 of the salary scale for Senior Specialist Psychologist unless the Division Head approves otherwise.

Psychologists promoted to this classification shall enter at the salary for the Senior Specialist Psychologist classification that is immediately above the salary previously applying to that person as Psychologist, Senior Psychologist or Specialist Psychologist unless the Division Head approves otherwise.

Progression to the next due increment occurs after 12 months service at a particular increment in accordance with clause 16, Increments, of Part 3, Conditions of Service of the Public Sector Employment and Management (General) Regulation 1996.

#### **Table 4 - Special Transitional Arrangements**

1. Employees in the positions listed in the table below at the time of making the former Crown Employees (Psychologists) Award on 9 October 2006 received an increase of 5% as detailed with Column C.

Column A Previous Classification	Column B Previous Salary \$	Column C Salary after 5% increase \$	Column D New Award Classification \$	Column E New Award Salary \$
Department of Corrective Services				
Psychologist step 10	67,397	70,767	Psychologist year 9	69,585
Psychologist step 11	70,612	74,143	Psychologist year 9	69,585
Psychologist step 12	73,112	76,768	Psychologist year 9	69,585
Psychologist step 13	75,612	79,393	Psychologist year 9	69,585
Clinical Psychologist - Neuro psychologist step 6	79,142	83,099	Specialist Psychologist year 5	82,237
Chief Psychologist Step 3	91,356	95,924	Chief Psychologist	95,500
Head Psychologist Step 3	101,504	106,579	Principal Psychologist	103,746
Department of Community Services Department of Ageing, Disability and Homecare and NSW Police				
Psychologist step 10	67,396	70,766	Psychologist year 9	69,585
Psychologist step 11	70,610	74,141	Psychologist year 9	69,585
Department of Juvenile Justice				
Psychologist step 10	67,397	70,767	Psychologist year 9	69,585
Psychologist step 11	70,610	74,141	Psychologist year 9	69,585
Director year 4	101,849	106,941	Principal Psychologist	103,746

2. 1 per cent of the 5 per cent increase is to be absorbed into each of the general increases to salary rates over the next 5 years or until the salary rate has aligned with the corresponding salary under this award for that classification, whichever is sooner.
3. For example, on 1 July 2007, employees shall receive a salary increase of a minimum of 3%, not 4% as specified in Table 1.
4. When an employee is promoted or reclassified to a new classification the employee shall move to the salary point for the new classification that is immediately above their salary rate (inclusive of the 5% increase), in accordance with Table 3. The 5% increase and its absorption will not apply to the new classification.
5. Employees on the previous classifications of Psychologist step 10, Psychologist step 11, Psychologist step 12 and Psychologist step 13 are not eligible for incremental progression while they remain employed in that classification.

C. G. STAFF J.

## **CROWN EMPLOYEES (SAS TRUSTEE CORPORATION) AWARD 2010**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 160 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

### **REVIEWED AWARD**

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Clause No.      Subject Matter

###### **PART A**

###### **SECTION 1 - FRAMEWORK**

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4. Parties to the Award
5. Conditions of Employment
6. Coverage
7. Statement of Intent
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9. Grievance and Dispute Settling Procedures
10. Salaries and Grades

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### **2. Title**

This award shall be known as the Crown Employees (SAS Trustee Corporation) Award 2010.

### **3. Definitions**

- 3.1 Act means the Public Sector Employment and Management Act 2002 (NSW).
- 3.2 Accumulation means the accrual of leave or time. In respect of weekly study time accumulation means the aggregation of short periods of weekly study time which is granted for private study purposes.
- 3.3 Agreement means an agreement referred to in section 131 of the Act or an agreement as defined in the Industrial Relations Act 1996 (NSW).
- 3.3 Association means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 3.4 At the convenience of means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

- 3.5 Award means an award as defined in the Industrial Relations Act 1996.
- 3.6 Birth means the birth of a child and includes stillbirth.
- 3.7 Capital City means the area set out as the area for the Sydney Telephone District Directory coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State or Territory.
- 3.8 Casual Employee means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Act and any guidelines issued thereof or as amended from time to time.
- 3.9 Chief Executive Officer means the Chief Executive of SAS Trustee Corporation as defined in the Superannuation Administration Act 1996 (NSW) or any acting Chief Executive Officer.
- 3.10 Contract hours, for the day for a full time staff member, means one fifth of the full time contract hours, as defined in this award. For a part time staff member, contract hours for the day means the hours usually worked on the day.
- 3.11 Corporation means the SAS Trustee Corporation, a statutory corporation under Section 4B(3) of the Act.
- 3.12 Daily rate or Rate per day means the rate payable for 24 hours, unless otherwise specified.
- 3.13 Day worker means a staff member who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 a.m. and 6.00 p.m. or as negotiated under a local arrangement.
- 3.14 Director of Public Employment or DPE means the position of Director of Public Employment established under Chapter 6 of the Act.
- 3.15 Expected date of birth, in relation to a staff member who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the staff member to give birth as a result of the pregnancy.
- 3.16 Extended leave means extended (long service) leave to which a staff member is entitled under the provisions of Schedule 3 to the Act, as amended from time to time.
- 3.17 Flexible working hours credit means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.
- 3.18 Flexible working hours debit means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period or periods.
- 3.19 Flexible working hours scheme means the scheme outlined in clause 21, Flexible Working Hours of this award which enables staff members, subject to operational requirements, to select their starting and finishing times and which replaces the Flexible Working Hours Agreement No 2275 of 1980.
- 3.20 Flexible Work Practices, Policy and Guidelines means the document negotiated between the Director of Public Employment, Unions NSW and affiliated unions which enables staff members to rearrange their work pattern.
- 3.21 Flex leave means a period of leave available to be taken by a staff member as specified in subclause 21.16 of clause 21, Flexible Working Hours of this award.
- 3.22 Full day means the standard full time contract hours for the day, i.e. seven hours.
- 3.23 Full pay or half pay means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

- 3.24 Full-time contract hours means the standard weekly hours, that is, 35 hours per week required to be worked.
- 3.25 Full-time staff member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours for the job classification.
- 3.26 Half day means half the standard contract hours for the day.
- 3.27 Headquarters means the centre(s) to which a staff member is attached or from which a staff member is required to operate on a long-term basis.
- 3.28 Industrial action means industrial action as defined in the Industrial Relations Act 1996 (NSW).
- 3.29 Local Arrangement means an agreement reached at the organisational level between the Chief Executive Officer and the Association.
- 3.30 Local holiday means a holiday which applies to a particular township or district of the State and which is not a public holiday throughout the State.
- 3.31 Normal hours of duty means:
- for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;
- for a staff member working under a flexible working hours scheme or local arrangement - the hours of duty the Chief Executive Officer requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
- 3.32 Normal work means, for the purposes of subclause 9.10 of clause 9, Grievance and Dispute Settling Procedures of this award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 3.33 On duty means the time required to be worked for the Corporation. For the purposes of clause 42, Trade Union Activities Regarded as On Duty of this award, on duty means the time off with pay given by the Corporation to the accredited Association delegate to enable the Association delegate to carry out legitimate Association activities during ordinary work hours without being required to lodge an application for leave.
- 3.34 On loan means an arrangement between the Corporation and the Association where a staff member is given leave of absence from the workplace to take up employment with the staff member's Association for a specified period of time during which the Association is required to reimburse the Corporation for the staff member's salary and associated on-costs.
- 3.35 Ordinary hourly rate of pay means the hourly equivalent of the annual rate of pay of the classification as set out in Table 2 - Salary Rates of Part B Monetary Rates of this award calculated using the formula set out in clause 12, Casual Employment of this award.
- 3.36 Overtime means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Chief Executive Officer, which, due to its character or special circumstances, cannot be performed during the staff members' ordinary hours of duty.
- 3.37 Part-time position means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
- 3.38 Part-time staff member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.



- 3.39 Prescribed starting time means, for a staff member not working under a flexible working hours scheme, the commencement of standard daily hours of that staff member. For a staff member working under a flexible working hours scheme, prescribed starting time means the commencement of bandwidth of the scheme applying to that staff member.
- 3.40 Public holiday means a day proclaimed under the Banks and Bank Holidays Act 1912, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.
- 3.41 Relief staff means staff employed on a temporary basis to provide relief in a position until the return from authorised leave of the substantive occupant or in a vacant position until it is filled substantively.
- 3.42 Residence, in relation to a staff member, means the ordinary and permanent place of abode of the staff member.
- 3.43 Special leave means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.
- 3.44 Staff members means persons employed by the Corporation under Section 4B(3) of the Act whose positions and rates of pay are set out in Table 2 - Salary Rates of Part B Monetary Rates of this award. For the purposes of maternity leave, as set out in clause 64, Parental Leave of this award, staff member means a female staff member.
- 3.45 Standard hours are set and regular hours of operation as determined by the DPE, or by the Chief Executive Officer in accordance with any direction of the DPE. Standard hours are generally the hours which were in operation prior to the introduction of flexible working hours or have been determined as standard hours for the organisation since the introduction of flexible working hours.
- 3.46 Study leave means leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Chief Executive Officer, if the activities to be undertaken are considered to be of relevance or value to the Corporation and/or the public service.
- 3.47 Study Time means the time allowed off from normal duties on full pay to a staff member who is studying in a part-time course which is of relevance to the Corporation and/or the public service, as defined in the Act.
- 3.48 Supervisor means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person engaged as a consultant or contractor.
- 3.49 Temporary work location means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.
- 3.50 Trade Union or Union means a registered trade union, as defined in the Industrial Relations Act 1996.
- 3.51 Trade Union Delegate means an accredited Association delegate responsible for his/her workplace; and/or a person who is elected by the Association as its representative, an executive member or a member of the Association's Council.
- 3.52 Workplace means the whole of the organisation or, as the case may be, a branch or section of the organisation in which the staff member is employed.
- 3.53 Workplace Management means the Chief Executive Officer or any other person authorised by the Chief Executive Officer to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the Corporation or part of the Corporation.

#### **4. Parties to the Award**

The parties to this award are:

SAS Trustee Corporation, a statutory corporation under Part 2 of Schedule 1 (Divisions of the Government Service) Public Sector Employment and Management Act 2002, and

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

#### **5. Conditions of Employment**

This award contains the current common conditions of employment as negotiated by the SAS Trustee Corporation and the Association.

#### **6. Coverage**

The provisions of this award shall apply to staff members employed by the SAS Trustee Corporation under Section 4B(3) of the Act.

#### **7. Statement of Intent**

This award aims to consolidate, in the one document, all common conditions of employment of staff employed by the SAS Trustee Corporation, to encourage the consultative processes at the various organisational levels, to facilitate, as appropriate, greater flexibility in the workplace and to help ensure that the excess hours, accumulated as a result of the Corporation's work requirements, are not forfeited.

#### **8. Work Environment**

- 8.1 Occupational Health and Safety - The parties to this award are committed to achieving and maintaining accident-free and healthy workplaces covered by this award by:
- 8.1.1 the development of policies and guidelines for the Corporation and, as and when appropriate for individual organisations, on Occupational Health, Safety and Rehabilitation;
  - 8.1.2 assisting to achieve the objectives of the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulation 2001 by establishing agreed Occupational Health and Safety consultative arrangements; and to identify and implement safe systems of work, safe work practices, working environments and appropriate risk management strategies.
  - 8.1.3 identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
  - 8.1.4 developing strategies to assist the rehabilitation of injured staff members;
  - 8.1.5 directly involving the Chief Executive Officer in the provisions of paragraphs 8.1.1 to 8.1.4 inclusive of this subclause.
- 8.2 Equality in employment - The Corporation is committed to the achievement of equality in employment and the Award has been drafted to reflect this commitment.
- 8.3 Harassment-free Workplace - Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the Anti-Discrimination Act 1977. Management and staff of Corporations are required to refrain from, or being party to, any form of harassment in the workplace.

### **9. Grievance and Dispute Settling Procedures**

- 9.1 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 if required.
- 9.2 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.
- 9.3 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 Chief Executive Officer or delegate.
- 9.4 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.
- 9.5 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 Chief Executive Officer.
- 9.6 If the matter remains unresolved, the Chief Executive Officer shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 9.7 A staff member, at any stage, may request to be represented by the Association.
- 9.8 The staff member or the Association on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 9.9 The staff member, the Association, and the Corporation shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 9.10 Whilst the procedures outlined in subclauses 9.1 to 9.9 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.

### **10. Salaries and Grades**

- 10.1 The salaries payable to the staff members are prescribed in Table 2 - Salary Rates of Part B, Monetary Rates, of this award.
- 10.2 The grades for the positions under this award (as set out in Table 2 - Salary Rates of Part B, Monetary Rates, of this award) are consistent with those in the Crown Employees (Administrative and Clerical Officers) Award 2007 or any variation or replacement award.
- 10.3 The salary rates set out in Table 2 - Salary Rates of Part B, Monetary Rates, of this award are consistent with those set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award.

- 10.4 The Corporation and staff member(s) can agree to salary sacrifice arrangements consistent with the arrangements under the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

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

### **11. Working Hours**

- 11.1 Ordinary hours of work are 35 hours per week.
- 11.2 Where staff members work under a flexitime arrangement work hours are averaged over a 4 week period.
- 11.3 The Chief Executive Officer may require a staff member to perform duty beyond the hours determined under subclause 11.1 of this clause but only if it is reasonable for the staff member to be required to do so. A staff member may refuse to work additional hours in circumstances where the working of such hours would result in the staff member working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 11.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- 11.3.2 any risk to staff member's health and safety,
- 11.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
- 11.3.4 the notice (if any) given by the Chief Executive Officer regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
- 11.3.5 any other relevant matter.
- 11.4 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.

### **12. Casual Employment**

- 12.1 This clause will only apply to those employees whose conditions of employment are not otherwise included in another industrial instrument.
- 12.2 Hours of Work
- 12.2.1 A casual employee is engaged and paid on an hourly basis.
- 12.2.2 A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
- 12.2.3 A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted under another award or local arrangement covering the particular class of work or are required by the usual work pattern of the position.
- 12.3 Rate of Pay
- 12.3.1 Casual employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:
- Annual salary divided by 52.17857 divided by the ordinary weekly hours.

12.3.2 Casual employees shall be paid a loading on the appropriate ordinary hourly rate of pay of:

15% for work performed on Mondays to Fridays (inclusive)

50% for work performed on Saturdays

75% for work performed on Sundays

150% for work performed on public holidays.

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

12.3.4 The loadings specified in paragraph 12.3.2 of this subclause are in recognition of the casual nature of the employment and compensate the employee for all leave, other than annual leave and long service leave, and all incidence of employment, except overtime.

## 12.4 Overtime

12.4.1 Casual employees shall be paid overtime for work performed:

- (a) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local arrangement covering the particular class of work or are required by the usual work pattern of the position; or
- (b) In excess of the standard weekly roster of hours for the particular class of work; or
- (c) In accordance with a local arrangement.

12.4.2 Overtime rates will be paid in accordance with the rates set in clause 77, Overtime Worked by Day Workers of this award.

12.4.3 Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in paragraph 12.3.2 of this clause.

12.4.4 The loading in lieu of annual leave as set out in paragraph 12.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for casual employees.

## 12.5 Leave

12.5.1 Other than as described under subclauses 12.5, 12.6 and 12.7 of this clause, casual employees are not entitled to any other paid or unpaid leave.

12.5.2 As set out in paragraph 12.3.3 of this clause, casual employees will be paid 1/12th in lieu of annual leave.

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

12.5.4 Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the Industrial Relations Act 1996. In addition to the provisions set out in the Industrial Relations Act 1996 (NSW), the Chief Executive Officer must not fail to re-engage a regular casual employee (see section 53(2) of the Industrial Relations Act 1996) 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 the Corporation in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

#### 12.6 Personal Carers entitlement for casual employees

12.6.1 Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in paragraph 70.4.2 of clause 70, Sick Leave to Care for a Family Member of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in paragraph 12.6.4, and the notice requirements set out in paragraph 12.6.5 of this clause.

12.6.2 The Chief Executive Officer 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.

12.6.3 The Chief Executive Officer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not to engage a casual employee are otherwise not affected.

12.6.4 The casual employee shall, if required,

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

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

#### 12.7 Bereavement entitlements for casual employees

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

12.7.2 The Chief Executive Officer 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.

12.7.3 The Chief Executive Officer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Corporation to engage or not engage a casual employee are otherwise not affected.

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

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

12.8.1 The following clauses of this award do not apply to casual employees:

11	Working Hours
16	Variation of Hours
17	Natural Emergencies and Major Transport Disruptions
19	Public Holidays
20	Standard Working Hours
21-23	relating to Flexible Working arrangements
27	Excess Travelling Time
28	Waiting Time
37	Room at Home Used as Office
38	Semi-Official Telephones
42-48	relating to Trade Union activities
52	Travelling and other costs of Trade Union Delegates
56	Leave - General Provisions
58-73	relating to the various Leave provisions
75	Study Assistance
76	relating to Overtime
81	Payment for Overtime or Leave in Lieu

## 13. Part-Time Employment

### 13.1 General

13.1.1 This clause shall only apply to part-time staff members whose conditions of employment are not otherwise provided for in another industrial instrument.

13.1.2 Part-time work may be undertaken with the agreement of the Chief Executive Officer. Part-time work may be undertaken in a part-time position or under a part-time arrangement.

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

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

13.1.5 Before commencing part-time work, the Chief Executive Officer and the staff member must agree upon:

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

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

### 13.2 Additional hours

- 13.2.1 The Chief Executive Officer may request, but not require, a part-time staff member to work additional hours. For the time worked in excess of the staff member's usual hours and up to the normal full-time hours for the classification, part-time staff members may elect to:
- (a) be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of recreation leave; or
  - (b) if working under a Flexible Working Hours scheme under clause 21 of this award, have the time worked credited as flex time.
- 13.2.2 For time worked in excess of the full-time hours of the classification, or outside the bandwidth payment shall be made at the appropriate overtime rate in accordance with clause 80, Rate of Payment for Overtime of this award.

#### **14. Morning and Afternoon Breaks**

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

#### **15. Meal Breaks and Lactation Breaks**

##### **15.1 General meal breaks**

- 15.1.1 Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break, provided that:-
- (a) where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the staff member agrees. If the staff member requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
  - (b) where the nature of the work of a staff member or a group of staff members is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Chief Executive Officer and the Association to provide for payment of a penalty.

##### **15.2 Lactation Breaks**

- 15.2.1 This clause 15.2 applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- 15.2.2 A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 15.2.3 A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 15.2.4 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement.....?. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the staff member.
- 15.2.5 The Chief Executive Officer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.



- 15.2.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to identify reasonable alternative arrangements for the staff member's lactation needs.
- 15.2.7 Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 15.2.8 Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 70, Sick Leave to care for a Family Member, of this Award, or access to the flexible working hours scheme provided in clause 21, Flexible Working Hours, of this Award, where applicable.

### **16. Variation of Hours**

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

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

- 17.1 A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
- 17.1.1 apply to vary the working hours as provided in clause 16, Variation of Hours of this award; and/or
- 17.1.2 negotiate an alternative working location with the Corporation; and/or
- 17.1.3 take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay to cover the period concerned.

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

- 18.1 If a staff member is to be absent from duty, other than on authorised leave, the staff member must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.

- 18.2 If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the Chief Executive Officer, the amount representing the period of absence shall be deducted from the staff member's pay.

### **19. Public Holidays**

- 19.1 Unless directed to attend for duty by the Chief Executive Officer, a staff member is entitled to be absent from duty without loss of pay on any day which is:
- 19.1.1 a public holiday throughout the State; or
  - 19.1.2 a local holiday in that part of the State at or from which the staff member performs duty; or
  - 19.1.3 a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.
- 19.2 A staff member required by the Chief Executive Officer to work on a local holiday may be granted time off in lieu on an hour for hour basis for the time worked on a local holiday.
- 19.3 If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

### **20. Standard Working Hours**

- 20.1 Standard hours are set and regular with an hour for lunch and, if worked by the staff member under a flexible working hours scheme, would equal the contract hours required to be worked under the scheme. Standard hours could be full time or part-time.
- 20.2 Urgent Personal Business - Where a staff member needs to attend to urgent personal business, appropriate leave or time off may be granted by the Chief Executive Officer. Where time off has been granted, such time shall be made up as set out in subclause 20.4 of this clause.
- 20.3 Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Chief Executive Officer agrees, make the time up in accordance with subclause 20.4 of this clause.
- 20.4 Making up of Time - The time taken off in circumstances outlined in subclauses 20.2 and 20.3 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the staff member and the Chief Executive Officer.

### **21. Flexible Working Hours**

- 21.1 The parties to this award are committed to fostering flexible work practices with the intention of providing greater flexibility in dealing with workloads, work deadlines and the balance between work and family life. All parties are committed to managing time worked to prevent any forfeiture of credit hours accumulated under a Flexible Working Hours arrangement.
- 21.2 A flexible working hours scheme in terms of this subclause may operate in the Corporation or a section of the Corporation, subject to operational requirements, as determined by the Chief Executive Officer.
- 21.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in the Corporation, shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses 21.11, 21.13 and 21.16 of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.
- 21.4 Exclusion - Flexible working hours shall not apply to staff members who work permanent standard hours,

- 21.5 Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 21.6 Bandwidth - The bandwidth shall be between the hours of 7.30 a.m. and 6.00 p.m..
- 21.7 Coretime - The coretime shall be between the hours of 9.30 a.m. and 3.30 p.m., excluding the lunch break, unless other arrangements have been negotiated under a local arrangement.
- 21.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the Chief Executive Officer.
- 21.9 Settlement period - Unless a local arrangement has been negotiated, the settlement period shall be four weeks.
- 21.9.1 For time recording purposes the settlement period and flex leave must coincide.
- 21.9.2 Where exceptional circumstances apply, eg prolonged transport strikes, adverse weather conditions and the like, the Chief Executive Officer may extend the affected settlement period by a further 4 weeks.
- 21.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.
- 21.11 Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period.
- 21.12 Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may exceed an accumulated work time of 150 hours in a settlement period; or if the total hours of work in a settlement period with the credit hour carry over from the previous settlement period may exceed 150 hours, the supervisor and staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
- 21.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits:
- 21.13.1 A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
- 21.13.2 Where the debit exceeds 10 hours, the excess will be debited as leave without pay, unless the staff member elects to be granted available recreation or extended leave to offset the excess.
- 21.13.3 Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave. If applicable, the debit of hours may be transferred to the next NSW public sector organisation under the Public Sector Staff Mobility policy.
- 21.14 Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:
- 21.14.1 Where the staff member's services terminate without a period of notice for reasons other than misconduct; or
- 21.14.2 Where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused or could not be granted or

- 21.14.3 In such other circumstances as have been negotiated between the Chief Executive Officer and the Association.
- 21.14.4 Prior to a staff member's last day of service the staff member and supervisor shall ensure that the staff member does not forfeit any credit hours accumulated. Strategies to reduce accumulated credit hours may include those outlined in paragraph 21.16.2 of this clause.
- 21.15 Where a staff member ceases duty in the Corporation in order to take up employment in another public service or public sector organisation, the same provisions as apply to recreation leave under the Public Sector Staff Mobility policy shall apply to the accrued but untaken or not forfeited flex leave.
- 21.16 Flex leave - Subject to operational requirements:
- 21.16.1 A staff member may take off one full day or two half days in a settlement period of 4 weeks.
- 21.16.2 Where it appears a staff member may exceed a 10 hour credit, as per subclause 21.12 of this clause strategies to reduce this credit may include the granting of additional full days, consecutive days, half days, or any combination of days and half days.
- 21.16.3 Flex leave may be taken on consecutive working days.
- 21.16.4 Absences on flex leave may be combined with other periods of authorised leave.
- 21.17 Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in clause 57, Absence from Work of this award.
- 21.18 Standard hours - Notwithstanding the provisions of this clause, the Chief Executive Officer may direct the staff member to work standard hours and not flexible hours:
- 21.18.1 where the Chief Executive Officer decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the Corporation or section of the Corporation, the Association shall be consulted, where appropriate; or
- 21.18.2 as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 21.19 Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the Corporation, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday or, if directed to work, an additional half day's flex leave on another day within that settlement period.

## **22. Non-Compliance**

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Chief Executive Officer shall investigate such non compliance as soon as it comes to notice and shall take appropriate remedial action according to the Commentary and Guidelines on Conduct and Performance Provisions - Part 7 of the Act.

## **23. Flexible Work Practices**

- 23.1 Nothing in this award shall affect the hours of duty of a staff member who is covered by a written flexible working hours agreement negotiated under the Flexible Work Practices, Policy and Guidelines.
- 23.2 Flexible working hours agreements negotiated in terms of the NSW Government Flexible Work Practices, Policy and Guidelines after 28 October 1997 shall be subject to the conditions specified in this award and in consultation with the Association.

## 24. Existing Hours of Work Determinations

Any existing Determinations, pursuant to section 130 (1) of the Act on local arrangements in respect of the hours of work which operated in the Corporation or part of the Corporation as at the effective date of this award, shall continue to apply until renegotiated.

## SECTION 3 - TRAVEL ARRANGEMENTS

### 25. Travelling Compensation

- 25.1 Any authorised official travel and associated expenses, properly and reasonably incurred by a staff member required to perform duty at a location other than their normal headquarters shall be met by the Corporation.
- 25.2 The Chief Executive Officer shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
- 25.3 Where available at a particular centre or location, the overnight accommodation to be occupied by staff members who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 25.4 Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 25.5 The Corporation will elect whether to pay the accommodation directly or whether a staff member should pay the accommodation and be compensated in accordance with this clause. Where practicable, staff members shall obtain prior approval when making their own arrangements for overnight accommodation.
- 25.6 Subject to subclause 25.11 of this clause, a staff member who is required by the Chief Executive Officer to work from a temporary work location shall be compensated for accommodation, meal and incidental expenses properly and reasonably incurred during the time actually spent away from the staff member's residence in order to perform the work.
- 25.7 If meals are provided by the Corporation at the temporary work location, the staff member shall not be entitled to claim the meal allowance.
- 25.8 The payment shall be:
- 25.8.1 where the Corporation elects to pay the accommodation provider the staff member shall receive:
- (a) the appropriate meal allowance in accordance with Item 1 of Table 1 - Allowances of Part B Monetary Rates or
  - (b) incidentals as set out in Item 3 of Table 1 - Allowances of Part B Monetary Rates, or
  - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
- 25.8.2 where the Corporation elects not to pay the accommodation provider the staff member shall elect to receive either:
- (a) the appropriate rate of allowance specified in Item 2 of Table 1 - Allowances of Part B Monetary Rates, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; OR

- (b) in lieu of subparagraph (a) of this paragraph, payment of the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) together with an incidental expenses allowance set out in Item 2 of Table 1 - Allowances of Part B Monetary Rates.
- 25.9 Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Chief Executive Officer that, despite the period of absence being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred.
- 25.10 Where a staff member is unable to so satisfy the Chief Executive Officer, the allowance payable for part days of travel shall be limited to the expenses incurred during such part day travel.
- 25.11 This clause does not apply to staff members who are on an employee-initiated secondment in accordance with section 86 of the Act and described in the Commentary and Guidelines on Staff Mobility (temporary staff transfers - section 86 and temporary assignment - section 88) and Cross-Agency Employment (section 100) of the Act.

## **26. Assistance With Public Transport Tickets for Travel to Work**

- 26.1 The Corporation will provide funds for the purchase of yearly rail, bus and ferry tickets (or combinations of these) for staff members who require them.
- 26.2 Staff members will repay the cost of the ticket over 12 months through regular fortnightly deductions from after tax salary.

## **27. Excess Travelling Time**

- 27.1 Excess Travelling Time - A staff member directed by the Chief Executive Officer to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Chief Executive Officer's discretion, be compensated for such time either by:
- 27.1.1 Payment calculated in accordance with the provisions contained in this clause; or
- 27.1.2 If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's supervisor.
- 27.2 Compensation under paragraphs 27.1.1 and 27.1.2 of this clause shall be subject to the following conditions:
- 27.2.1 On a non-working day - subject to the provisions of paragraphs 27.3.4, 27.3.5, 27.3.6 and 27.3.7 of this clause, all time spent travelling on official business;
- 27.2.2 On a working day - subject to the provisions of subclause 27.3 of this clause, all time spent travelling on official business outside the usual hours of duty,
- provided the period for which compensation is being sought is more than a half an hour on any one day.
- 27.3 Compensation for excess travelling time shall exclude the following:
- 27.3.1 Time normally taken for the periodic journey from home to headquarters and return;
- 27.3.2 Any periods of excess travel of less than 30 minutes on any one day;
- 27.3.3 Travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;

- 27.3.4 Time from 11.00 p.m. on one day to 7.30 a.m. on the following day if sleeping facilities have been provided.
- 27.3.5 Travel not undertaken by the most practical available route and by the most practical and economic means of transport;
- 27.3.6 Working on board ship where meals and accommodation are provided;
- 27.3.7 Any travel undertaken by a staff member whose salary includes an all incidents of employment component;
- 27.3.8 Time within the flex time bandwidth;
- 27.3.9 Travel overseas.
- 27.4 Payment - Payment for travelling time calculated in terms of this clause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$
- 27.5 The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
- 27.6 Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 (as set out in the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award) shall be paid travelling time or waiting time calculated at the maximum rate for Clerk, Grade 5 plus \$1.00 per annum, as adjusted from time to time.
- 27.7 Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

### **28. Waiting Time**

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

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

- 29.1 A staff member who is authorised by the Chief Executive Officer to undertake a one-day journey on official business which does not require the staff member to obtain overnight accommodation, shall be reimbursed actual meal expenses properly and reasonably incurred for:-
- 29.1.1 Breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
- 29.1.2 An evening meal when required to travel until or beyond 6.30 p.m.; and
- 29.1.3 Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

### **30. Restrictions on Payment of Travelling Allowances**

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

- 30.1.1 Any period during which the staff member returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
- 30.1.2 Any period of leave, except with the approval of the Chief Executive Officer or as otherwise provided by this clause; or
- 30.1.3 Any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- 30.2 A staff member who is in receipt of an allowance under clause 25, Travelling Compensation shall be entitled to reimbursement of incidental expenses properly and reasonably incurred in the following circumstances:
- 30.2.1 When granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the staff member's residence; and for the return journey from the staff member's residence to the temporary work location, or
- 30.2.2 When leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the staff member's residence or to take up duty at another temporary work location;
- but is not entitled to any other allowance in respect of the same period.

### **31. Production of Receipts**

Payment of any actual properly and reasonably incurred expenses shall be subject to the production of receipts.

### **32. Travelling Distance**

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

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

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

- 33.1 The Chief Executive Officer may authorise a staff member to use a private motor vehicle for work where:
- 33.1.1 Such use will result in greater efficiency or involve the Corporation in less expense than if travel were undertaken by other means; or
- 33.1.2 Where the staff member is unable to use other means of transport due to a disability.
- 33.2 A staff member who, with the approval of the Chief Executive Officer, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 4 of Table 1 of Part B Monetary Rates for the use of such private motor vehicle. A deduction from the allowance payable is to be made for travel as described in subclause 33.4 of this clause.
- 33.3 Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.



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

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

#### 33.4 Deduction from allowance

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

33.4.2 In this subclause "headquarters" means the administrative headquarters to which the staff member is attached or from which the employee is required to operate on a long term basis or the designated headquarters per paragraph 33.4.3 of this subclause.

##### 33.4.3 Designated headquarters

(a) Where the administrative headquarters of the staff member to which they are attached is not within the typical work area in which the staff member is required to use the private vehicle on official business, the distance to and from a point designated within the typical work area is to be adopted as the distance to and from the headquarters for the purpose of calculating the daily deduction.

(b) A staff member's residence may be designated as their headquarters provided that such recognition does not result in a further amount of allowance being incurred than would otherwise be the case.

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

33.4.5 Where a headquarters has been designated per paragraph 33.4.3 of this subclause and the staff member is required to attend the administrative headquarters, the distance for calculating the daily deduction is to be the actual distance to and from the administrative headquarters, or, to and from the designated headquarters, whichever is the lesser.

33.4.6 Deductions are not to be applied in respect of days characterised as follows.

(a) When staying away from home overnight, including the day of return from any itinerary.

(b) When the employee uses the vehicle on official business and returns it to home prior to travelling to the headquarters by other means of transport at their own expense.

(c) When the employee uses the vehicle for official business after normal working hours.

(d) When the monthly claim voucher shows official use of the vehicle has occurred on one day only in any week. Exemption from the deduction under this subparagraph is exclusive of, and not in addition to, days referred to in subparagraphs (a), (b) and (c) of this paragraph.

(e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Corporation is satisfied that:

- (i) at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;
  - (ii) the periodical ticket was in fact purchased; and
  - (iii) in regard to train travellers, no allowance is to be paid in respect of distance between the staff member's home and the railway station or other intermediate transport stopping place.
- 33.5 The staff member must have in force, in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the Motor Vehicles (Third Party Insurance) Act, 1942, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Chief Executive Officer.
- 33.6 Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.

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

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

#### **35. Overseas Travel**

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

#### **36. Exchanges**

- 36.1 The Chief Executive Officer may arrange two way or one way exchanges with other organisations both public and private, if the Corporation or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the Corporation's business.
- 36.2 The conditions applicable to those staff members who participate in exchanges will be determined by the Chief Executive Officer according to the individual circumstances in each case (Item 5 of Table 1 - Allowances of Part B Monetary Rates).
- 36.3 The provisions of this subclause do not apply to the loan of services of staff members to the Association. The provisions of clause 45, Conditions Applying to On Loan Arrangements of this award apply to staff members who are loaned to the Association.

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

- 37.1 Where no Corporation office is provided in a particular location - Where it is impractical to provide an office in a particular location, staff members stationed in such a location may be required to use a spare room at their home as an office. In such cases, the Corporation will be responsible for providing furniture, telephone and other equipment, as required. In addition, an allowance as specified in Item 6 of Table 1 - Allowances of Part B Monetary Rates is payable for the use of a room at home as an office.
- 37.2 Where an office exists in a particular location - Where a Corporation office or offices already exist in a particular location but the staff member and the Chief Executive Officer agree that the staff member could work from home on a short term or longer term basis, the arrangement shall be negotiated in accordance with the provisions of the Flexible Work Practices, Policy and Guidelines. The allowance set out in subclause 37.1 of this clause shall not apply in these circumstances.
- 37.3 Requirements - Arrangements under subclauses 37.1 or 37.2 of this clause shall be subject to:
- 37.3.1 A formal agreement being reached in respect of the hours to be worked; and
- 37.3.2 The occupational health and safety, provision of equipment requirements and any other relevant conditions specified in Part 2, Section 7 Working from Home in the Flexible Work Practices, Policy and Guidelines.

### **38. Semi-Official Telephones**

- 38.1 Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this clause if the staff member is required to be contacted or is required to contact others in connection with the duties of his/her position in the Corporation, as and when required.
- 38.2 The service must be located in the staff member's principal place of residence and its telephone number communicated to all persons entitled to have out of hours contact with the staff member.
- 38.3 The semi-official telephone allowance applies to staff members who are required, as part of their duties to:
- 38.3.1 Give decisions, supply information or provide emergency services; and/or
- 38.3.2 Be available for reasons of safety or security for contact by the public outside of normal office hours.
- 38.4 Unless Better Provisions Already Apply to a Staff Member Or a Staff Member Has Been Provided With an Official Telephone, Reimbursement of Expenses under This Clause Shall be Limited to the Following:
- 38.4.1 The connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
- 38.4.2 The full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
- 38.4.3 The full cost of official local, STD and ISD calls.
- 38.5 To be eligible for reimbursement, a staff member must submit their telephone account and a statement showing details of all official calls, including:
- 38.5.1 Date, time, length of call and estimated cost;
- 38.5.2 Name and phone number of the person to whom call was made; and

38.5.3 Reason for the call.

### **39. Compensation for Damage to Or Loss of Staff Member's Personal Property**

- 39.1 Where damage to or loss of the staff member's personal property occurs in the course of employment, a claim may be lodged under the Workers Compensation Act 1987 and/or under any insurance policy of the Corporation covering the damage to or loss of the personal property of the staff member.
- 39.2 If a claim under subclause 39.1 of this clause is rejected by the insurer, the Chief Executive Officer may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
- 39.2.1 Is due to the negligence of the Corporation, another staff member, or both, in the performance of their duties; or
- 39.2.2 Is caused by a defect in a staff member's material or equipment; or
- 39.2.3 Results from a staff member's protection of or attempt to protect Corporation property from loss or damage.
- 39.3 Compensation in terms of subclause 39.2 of this clause shall be limited to the amount necessary to repair the damaged item. Where the item cannot be repaired or is lost, the Chief Executive Officer may pay the cost of a replacement item, provided the item is identical to or only marginally different from the damaged or lost item and the claim is supported by satisfactory evidence as to the price of the replacement item.
- 39.4 For the purpose of this clause, personal property means a staff member's clothes, spectacles, hearing-aid, tools of trade or similar items which are ordinarily required for the performance of the staff member's duties.
- 39.5 Compensation for the damage sustained shall be made by the Corporation where, in the course of work, clothing or items such as spectacles, hearing aids, etc, are damaged or destroyed by natural disasters or by theft or vandalism.

### **40. First Aid Allowance**

- 40.1 A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate specified in Item 7 of Table 1 - Allowances of Part B Monetary Rates.
- 40.2 The First Aid Allowance will apply to a staff member appointed as a First Aid Officer who holds a St John's Ambulance Certificate or equivalent qualifications (such as the Civil Defence or the Red Cross Society's First Aid Certificates) issued within the previous three years.
- 40.3 The First Aid Allowance shall not be paid during leave of one week or more.
- 40.4 When the First Aid Officer is absent on leave for one week or more and another qualified staff member is selected to relieve in the First Aid Officer's position, such staff member shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer.
- 40.5 First Aid Officers may be permitted to attend training and retraining courses conducted during normal hours of duty. The cost of training staff members who do not already possess qualifications and who need to be trained to meet Corporation needs, and the cost of retraining First Aid Officers, are to be met by the Corporation.

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

- 41.1 Adjustment of Allowances - Allowances contained in this award shall be reviewed as follows:

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

- (a) Clause 25, Travelling Compensation;
- (b) Clause 29, Meal Expenses on One Day Journeys;
- (c) Clause 79, Overtime Meal Allowances, for breakfast, lunch and dinner.

41.1.2 Allowances listed in this paragraph will be determined and become effective from 1 July each year at a level consistent with the reasonable allowances amounts as published at or before that time by the Australian Taxation Office (ATO):

- (a) Clause 33, Allowances Payable for the Use of Private Motor Vehicle.

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

- (a) Clause 37, Room at Home Used as Office;
- (b) Clause 79, Overtime Meal Allowances, for supper.

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

Clause 40, First-Aid Allowance;

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

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

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

42.1.1 Attendance at meetings of the workplace's Occupational Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Occupational Health and Safety Committee members at a place of work as provided for in the Occupational Health and Safety Act 2000 and the Occupational Health and Safety Regulation 2001.

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

42.1.3 A reasonable period of preparation time, before-

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

by agreement with management, where operational requirements allow the taking of such time;

42.1.4 Giving evidence in court on behalf of the Corporation;

- 42.1.5 Appearing as a witness before the Government and Related Employees Appeal Tribunal;
- 42.1.6 Representing the Association at the Government and Related Employees Appeal Tribunal as an advocate or as a Tribunal Member;
- 42.1.7 Presenting information on the Association and Association activities at induction sessions for new staff of the Corporation; and
- 42.1.8 Distributing official Association publications or other authorised material at the workplace, provided that a minimum of 24 hours notice is given to workplace management, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

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

- 43.1 The granting of special leave with pay will apply to the following activities undertaken by an Association delegate, as specified below:
  - 43.1.1 Attendance at annual or biennial conferences of the Association;
  - 43.1.2 Attendance at meetings of the Association's Executive, Committee of Management or Councils;
  - 43.1.3 Attendance at annual conference of the Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
  - 43.1.4 Attendance at meetings called by the Unions NSW involving the Association which requires attendance of a delegate;
  - 43.1.5 Attendance at meetings called by the DPE, as the employer for industrial purposes, as and when required;
  - 43.1.6 Giving evidence before an Industrial Tribunal as a witness for the Association;
  - 43.1.7 Reasonable travelling time to and from conferences or meetings to which the provisions of clauses 42, 43 and 44 apply.

### **44. Trade Union Training Courses**

- 44.1 The following training courses will attract the grant of special leave as specified below:-
  - 44.1.1 Accredited Occupational Health and Safety (OH&S) courses and any other accredited OH&S training for OH&S Committee members. The provider(s) of accredited OH&S training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Chief Executive Officer and the Association.
  - 44.1.2 Courses organised and conducted by the Trade Union Education Foundation or by the Association or a training provider nominated by the Association. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
    - (a) The operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
    - (b) Payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
    - (c) All travelling and associated expenses being met by the staff member or the Association;

- (d) Attendance being confirmed in writing by the Association or a nominated training provider.

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

45.1 Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:

45.1.1 Meetings interstate or in NSW of a Federal nature to which an Association member has been nominated or elected by the Association:-

- (a) As an Executive Member; or
- (b) A member of a Federal Council; or
- (c) to a vocational or industry committee.

45.1.2 Briefing counsel on behalf of the Association;

45.1.3 Assisting Association officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of the Association;

45.1.4 Country tours undertaken by a member of the executive or Council of the Association;

45.1.5 Taking up of full time duties with the Association if elected to the office of President, General Secretary or to another full time position with the Association.

45.1.6 Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to the Association:-

- (a) The Corporation will continue to pay the delegate or an authorised Association representative whose services are on loan to the Association;
- (b) The Corporation will seek reimbursement from the Association at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.
- (c) Agreement with the Association on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Chief Executive Officer and the Association.

45.1.7 Recognition of "on loan" arrangement as service - On loan arrangements negotiated in terms of this clause are to be regarded as service for the accrual of all leave and for incremental progression.

45.1.8 Limitation - On loan arrangements may apply to full-time or part-time staff and are to be kept to the minimum time required. Where the Association needs to extend an on loan arrangement, the Association shall approach the Chief Executive Officer in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.

45.1.9 Where the Chief Executive Officer and the Association cannot agree on the on loan arrangement, the matter is to be referred to the DPE for determination after consultation with the Chief Executive Officer and the Association.

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

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

**47. Access to Facilities By Trade Union Delegates**

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

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

- 48.1 Responsibilities of the Association delegate are to:
- 48.1.1 Establish accreditation as a delegate with the Association and provide proof of accreditation to the workplace;
  - 48.1.2 Participate in the workplace consultative processes, as appropriate;
  - 48.1.3 Follow the dispute settling procedure applicable in the workplace;
  - 48.1.4 Provide sufficient notice to the immediate supervisor of any proposed absence on authorised Association business;
  - 48.1.5 Account for all time spent on authorised Association business;
  - 48.1.6 When special leave is required, to apply for special leave in advance;
  - 48.1.7 Distribute Association literature/membership forms, under local arrangements negotiated between the Chief Executive Officer and the Association; and
  - 48.1.8 Use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.

**49. Responsibilities of the Trade Union**

- 49.1 Responsibilities of the Association are to:
- 49.1.1 Provide written advice to the Chief Executive Officer about an Association activity to be undertaken by an accredited delegate and, if requested, to provide written confirmation to the workplace management of the delegate's attendance/participation in the activity;
  - 49.1.2 Meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award;
  - 49.1.3 Pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
  - 49.1.4 Provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
  - 49.1.5 Apply to the Chief Executive Officer well in advance of any proposed extension to the "on loan" arrangement;



- 49.1.6 Assist the workplace management in ensuring that time taken by the Association delegate is accounted for and any facilities provided by the Corporation are used reasonably and properly; and
- 49.1.7 Advise Corporation of any leave taken by the Association delegate during the on loan arrangement.

#### **50. Responsibilities of Workplace Management**

- 50.1 Where time is required for Association activities in accordance with this clause the responsibilities of the workplace management are to:
- 50.1.1 Release the accredited delegate from duty for the duration of the Association activity, as appropriate, and, where necessary, allow for sufficient travelling time during the ordinary working hours;
- 50.1.2 Advise the workplace delegate of the date of the next induction session for new staff members in sufficient time to enable the Association to arrange representation at the session;
- 50.1.3 Meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
- 50.1.4 Where possible, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Association responsibilities to assist with the business of workplace management;
- 50.1.5 Re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 50.1.6 Where an Association activity provided under this clause needs to be undertaken during an approved period of flexi leave, apply the provisions of paragraph 61.1.5 of this clause;
- 50.1.7 Continue to pay salary during an "on loan" arrangement negotiated with the Association and to obtain reimbursement of salary and on-costs from the Association at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
- 50.1.8 Verify with the Association the time spent by an Association delegate or delegates on Association business, if required; and
- 50.1.9 If the time and/or the facilities allowed for Association activities are thought to be used unreasonably and/or improperly, consult with the Association before taking any remedial action.

#### **51. Right of Entry Provisions**

The right of entry provisions shall be as prescribed under the Occupational Health and Safety Act 2000 (NSW) and the Industrial Relations Act 1996 (NSW).

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

- 52.1 Except as specified in paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award, all travel and other costs incurred by accredited Association delegates in the course of Association activities will be paid by the Association.
- 52.2 In respect of meetings called by the workplace management in terms of paragraph 50.1.3 of clause 50, Responsibilities of Workplace Management of this award, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be made, as appropriate, on the same conditions as apply under clauses 25, Travelling Compensation, 29, Meal Expenses on One-Day Journeys, or 30, Restrictions on Payment of Travelling Allowances of this award.

- 52.3 No overtime, leave in lieu or any other additional costs will be claimable by a staff member from the Corporation or the DPE, in respect of Association activities covered by special leave or on duty activities provided for in this clause.
- 52.4 The on loan arrangements shall apply strictly as negotiated and no extra claims in respect of the period of on loan shall be made on the Corporation by the Association or the staff member.

### **53. Industrial Action**

- 53.1 Provisions of the Industrial Relations Act 1996 shall apply to the right of Association members to take lawful industrial action (Note the obligations of the parties under clause 9, Grievance and Dispute Settling Procedures).
- 53.2 There will be no victimisation of staff members prior to, during or following such industrial action.

### **54. Consultation and Technological Change**

- 54.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between the Corporation and Association.
- 54.2 The Corporation's management shall consult with the Association prior to the introduction of any technological change.

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

- 55.1 The Association shall provide the Corporation with a schedule setting out Association fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 55.2 The Association shall advise the Corporation 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 Corporation at least one month in advance of the variation taking effect.
- 55.3 Subject to 55.1 and 55.2 of this clause, the Corporation shall arrange for the deduction of Association fortnightly membership fees from the pay of any staff member who is a member of the Association in accordance with the Association's rules, provided that the staff member has authorised the Corporation to make such deductions.
- 55.4 Monies so deducted from a staff member's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to staff members' Association membership accounts.
- 55.5 Unless other arrangements are agreed to by the Corporation and the Association, all Association membership fees shall be deducted on a fortnightly basis.
- 55.6 Where a staff member 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 staff member to make a fresh authorisation in order for such deduction to continue.

## **SECTION 6 - LEAVE**

### **56. Leave - General Provisions**

- 56.1 The leave provisions contained in this Award apply to all staff members other than those to whom arrangements apply under another industrial instrument or under a local arrangement negotiated between the Chief Executive Officer and the Association.
- 56.2 Unless otherwise specified, part-time staff members will receive the paid leave provisions of this award on a pro rata basis, calculated according to the number of hours worked per week.

- 56.3 Unless otherwise specified in this award a temporary employee employed under Section 27 of the Act is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in the Public Service, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 56.4 Where paid and unpaid leave is available to be granted in terms of this award, paid leave shall be taken before unpaid leave.

#### **57. Absence from Work**

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

#### **58. Applying for Leave**

- 58.1 An application by a staff member for leave under this award shall be made to and dealt with by the Chief Executive Officer.
- 58.2 The Chief Executive Officer shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the Corporation permit this to be done.

#### **59. Extended Leave**

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Schedule 3 of the Act.

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

- 60.1 The Chief Executive Officer shall grant to a staff member some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause 60.2 of this clause. The Chief Executive Officer may also grant leave for the purposes in subclause 60.3 of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- 60.2 Such unplanned and emergency situations may include, but not be limited to, the following:-
- 60.2.1 Compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
- 60.2.2 Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;

- 60.2.3 Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
- 60.2.4 Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
- 60.2.5 Attendance at court by a staff member to answer a charge for a criminal offence, only if the Chief Executive Officer considers the granting of family and community service leave to be appropriate in a particular case.
- 60.3 Family and community service leave may also be granted for:
- 60.3.1 An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
- 60.3.2 Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State.
- 60.4 The definition of "family" or "relative" in this clause is the same as that provided in paragraph 70.4.2 of clause 70, Sick Leave to Care for a Family Member of this award.
- 60.5 Family and community service leave shall accrue as follows:
- 60.5.1 two and a half days in the staff member's first year of service;
- 60.5.2 two and a half days in the staff member's second year of service; and
- 60.5.3 one day per year thereafter.
- 60.6 If available family and community service leave is exhausted as a result of natural disasters, the Chief Executive Officer shall consider applications for additional family and community service leave, if some other emergency arises.
- 60.7 If available family and community service leave is exhausted on the death of a family member or relative, additional paid family and community service leave of up to 2 days may be granted on a discrete, per occasion basis to a staff member.
- 60.8 In cases of illness of a family member for whose care and support the staff member is responsible, paid sick leave in accordance with clause 70, Sick Leave to Care for a Sick Family Member of this award shall be granted when paid family and community service leave has been exhausted or is unavailable.
- 60.9 A Chief Executive Officer may also grant staff members other forms of leave such as accrued recreation leave, time off in lieu, flex leave and so on for family and community service leave purposes.

### **61. Leave Without Pay**

- 61.1 The Chief Executive Officer may grant leave without pay to a staff member if good and sufficient reason is shown.
- 61.2 Leave without pay may be granted on a full-time or a part-time basis.
- 61.3 Where a staff member is granted leave without pay for a period not exceeding 10 consecutive working days, the staff member shall be paid for any proclaimed public holidays falling during such leave without pay.

- 61.4 Where a staff member is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of recreation leave.
- 61.5 A staff member who has been granted leave without pay shall not engage in employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Chief Executive Officer.
- 61.6 A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 61.7 No paid leave shall be granted during a period of leave without pay.
- 61.8 A permanent appointment may be made to the staff member's position if:
- 61.8.1 the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
  - 61.8.2 the staff member is advised of the Corporation's proposal to permanently backfill their position; and
  - 61.8.3 the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
  - 61.8.4 the Corporation advised the staff member at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 61.9 The position cannot be filled permanently unless the above criteria are satisfied.
- 61.10 The staff member does not cease to be employed by the Corporation if their position is permanently backfilled.
- 61.11 Subclause 61.8 of this clause does not apply to full-time unpaid parental leave granted in accordance with subparagraph 64.9.1(a) of clause 64, Parental Leave or to military leave.

## **62. Military Leave**

- 62.1 During the period of 12 months commencing on 1 July each year, the Chief Executive Officer may grant to a staff member who is a volunteer part-time member of the Defence Force, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- 62.2 In accordance with the Defence Reserve Service (Protection) Act 2001 (Cth), it is unlawful to prevent a staff member from rendering or volunteering to render, ordinary Defence Reserve Service.
- 62.3 Up to 24 working days military leave per financial year may be granted by the Chief Executive Officer to members of the Naval and Military Reserves and up to 28 working days per financial year to members of the Air Force Reserve for the activities specified in subclause 62.1 of this clause.
- 62.4 The Chief Executive Officer may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Force.
- 62.5 A staff member who is requested by the Australian Defence Force to provide additional military services requiring leave in excess of the entitlement specified in subclause 62.3 of this clause may be granted Military Leave Top up Pay by the Chief Executive Officer.

- 62.6 Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- 62.7 During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Corporations are to continue to make superannuation contributions at the normal rate.
- 62.8 At the expiration of military leave in accordance with subclause 62.3 or 62.4 of this clause, the staff member shall furnish to the Chief Executive Officer a certificate of attendance and details of the staff members reservist pay signed by the commanding officer or other responsible officer.

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

- 63.1 A staff member of:
- 63.1.1 Any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
- 63.1.2 Any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted recreation/extended leave to credit, flex leave or leave without pay to do so.
- 63.2 Provided adequate notice as to the need for leave is given by the staff member to the Corporation and it is operationally convenient to release the staff member from duty, the Chief Executive Officer must grant the leave applied for by the staff member in terms of this clause.
- 63.3 A staff member of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Chief Executive Officer, subject to:
- 63.3.1 Adequate notice being given by the staff member;
- 63.3.2 Prior approval being obtained by the staff member; and
- 63.3.3 The time off being made up in the manner approved by the Chief Executive Officer.
- 63.4 Notwithstanding the provisions of subclauses 63.1, 63.2 and 63.3 of this clause, arrangements may be negotiated between the Corporation and the Association to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

### **64. Parental Leave**

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

- 64.3.1 For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
- 64.3.2 For such period, not exceeding 12 months on a full-time basis, as the Chief Executive Officer may determine, if the child has commenced school at the date of the taking of custody.
- 64.3.3 Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- 64.4 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- 64.4.1 Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
- 64.4.2 Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph 64.4.1 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.
- 64.5 A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks. A staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- 64.5.1 applied for parental leave within the time and in the manner determined set out in subclause 64.10 of this clause; and
- 64.5.2 prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
- 64.5.3 Payment for the maternity, adoption or short other parent leave may be made as follows:
- (a) in advance as a lump sum; or
  - (b) fortnightly as normal; or
  - (c) fortnightly at half pay; or
  - (d) a combination of full-pay and half pay.
- 64.6 Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- 64.6.1 at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
- 64.6.2 at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
- 64.6.3 at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- 64.7 A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

- 64.7.1 at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
- 64.7.2 at a rate based on the hours worked before the initial leave was taken, where the staff member has returned to work and reduced their hours during the 24 month period; or
- 64.7.3 at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- 64.8 Except as provided in subclauses 64.5, 64.6 and 64.7 of this clause parental leave shall be granted without pay.
- 64.9 Right to request
- 64.9.1 A staff member who has been granted parental leave in accordance with subclause 64.2, 64.3 or 64.4 of this clause may make a request to the Chief Executive Officer to:
- (a) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (b) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);
- to assist the staff member in reconciling work and parental responsibilities.
- 64.9.2 The Chief Executive Officer shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Chief Executive Officer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 64.10 Notification Requirements
- 64.10.1 When the Corporation is made aware that a staff member or their spouse is pregnant or is adopting a child, the Corporation must inform the staff member of their entitlements and their obligations under the award.
- 64.10.2 A staff member who wishes to take parental leave must notify the Chief Executive Officer in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
- (a) that she/he intends to take parental leave, and
  - (b) the expected date of birth or the expected date of placement, and
  - (c) if she/he is likely to make a request under subclause 64.9 of this clause.
- 64.10.3 At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
- (a) the date on which the parental leave is intended to start, and
  - (b) the period of leave to be taken.
- 64.10.4 The staff member's request and the Chief Executive Officer's decision are to be in writing.



- The staff member's request under paragraph 64.9.1 and the Chief Executive Officer's decision made under paragraph 64.9.2 must be recorded in writing.
- 64.10.5 A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Chief Executive Officer 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 Chief Executive Officer agrees.
- 64.10.6 A staff member on maternity leave is to notify the Corporation of the date on which she gave birth as soon as she can conveniently do so.
- 64.10.7 A staff member must notify the Corporation as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- 64.10.8 A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Corporation and any number of times with the consent of the Corporation. In each case she/he must give the Corporation at least 14 days notice of the change unless the Chief Executive Officer decides otherwise.
- 64.11 A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 64.9 of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
- 64.12 If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
- 64.13 a Staff Member Does Not Have a Right to Her/His Former Position During a Period of Return to Work on a Part Time Basis. If the Chief Executive Officer Approves a Return to Work on a Part Time Basis then the Position Occupied is to be at the Same Classification and Grade as the Former Position.
- 64.14 A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Corporation) must be given.
- 64.15 A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 64.16 A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 64.17 A staff member may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- 64.17.1 accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
- 64.17.2 the total period of parental leave is not extended by the taking of recreation leave at half pay;
- 64.17.3 when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as

full pay leave for accrual of further recreation, extended and other leave at the full time rate.

64.18 If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Chief Executive Officer, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.

64.19 If such adjustments cannot reasonably be made, the Chief Executive Officer must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born which ever is the earlier.

64.20 Communication during parental leave

64.20.1 Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Corporation shall take reasonable steps to:

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

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

64.20.3 The staff member shall also notify the Chief Executive Officer of changes of address or other contact details which might affect the Corporation's capacity to comply with paragraph 64.20.1 of this subclause.

## **65. Purchased Leave**

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

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

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

65.1.3 The leave will count as service for all purposes.

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

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

65.2.2 To calculate the purchased leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.

- 65.3 Purchased leave is subject to the following provisions:
- 65.3.1 The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
  - 65.3.2 Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
  - 65.3.3 Sick leave cannot be taken during a period of purchased leave.
  - 65.3.4 The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
  - 65.3.5 Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay.
  - 65.3.6 Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 65.4 Specific conditions governing purchased leave may be amended from time to time by the DPE in consultation with the Association. The Corporation may make adjustments relating to their salary administration arrangements.

## **66. Recreation Leave**

- 66.1 Accrual
- 66.1.1 Except where stated otherwise in this award, paid recreation leave for full time staff members and recreation leave for staff members working part time, accrues at the rate of 20 working days per year. Staff members working part time shall accrue paid recreation leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
  - 66.1.2 Recreation leave accrues from day to day.
- 66.2 Limits on Accumulation and Direction to Take Leave
- 66.2.1 At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months, except by agreement with the Chief Executive Officer in special circumstances.
  - 66.2.2 Where the operational requirements permit, the application for leave shall be dealt with by the Chief Executive Officer according to the wishes of the staff member.
  - 66.2.3 The Chief Executive Officer shall notify the staff member in writing when accrued recreation leave reaches 6 weeks or its hourly equivalent and at the same time may direct a staff member to take at least 2 weeks recreation leave within 3 months of the notification at a time convenient to the Corporation.
  - 66.2.4 The Chief Executive Officer shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and direct the staff member to take at least 2 weeks recreation leave within 6 weeks of the notification. Such leave is to be taken at a time convenient to the Corporation.
  - 66.2.5 A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Corporation must cooperate in this process. The Corporation may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 8 weeks by the beginning of February of the following year.

- 66.3 Conservation of Leave - If the Chief Executive Officer is satisfied that a staff member is prevented by operational or personal reasons from taking sufficient recreation leave to reduce the accrued leave below an acceptable level of between 4 and 6 weeks or its hourly equivalent, the Chief Executive Officer shall:-
- 66.3.1 Specify in writing the period of time during which the excess leave shall be conserved; and
- 66.3.2 On the expiration of the period during which conservation of leave applies, grant sufficient leave to the staff member at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 8 week limit.
- 66.3.3 The Chief Executive Officer will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- 66.4 Miscellaneous
- 66.4.1 Unless a local arrangement has been negotiated between the Chief Executive Officer and the Association, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
- 66.4.2 Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fractions less than a quarter being rounded up).
- 66.4.3 Recreation leave does not accrue to a staff member in respect of any period of absence from duty without leave or without pay, except as specified in paragraph 66.4.4 of this subclause.
- 66.4.4 Recreation leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the Workers Compensation Act 1987; or any period of sick leave without pay or any other approved leave without pay, not exceeding 5 full time working days, or their part time equivalent, in any period of 12 months.
- 66.4.5 The proportionate deduction to be made in respect of the accrual of recreation leave on account of any period of absence referred to in paragraph 66.4.4 of this subclause shall be calculated to an exact quarter-day (fractions less than a quarter being rounded down).
- 66.4.6 Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay or recreation leave taken on half pay.
- 66.4.7 Recreation leave may be taken on half pay in conjunction with and subject to the provisions applying to adoption, maternity or parental leave - see clause 64, Parental Leave of this award.
- 66.4.8 On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave which remains untaken.
- 66.4.9 A staff member to whom paragraph 66.4.8 of this subclause applies may elect to take all or part of accrued recreation leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.
- 66.5 Death - Where a staff member dies, the monetary value of recreation leave accrued and remaining untaken as at the date of death, shall be paid to the staff member's nominated beneficiary.
- 66.6 Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- 66.6.1 To the widow or widower of the staff member; or
- 66.6.2 If there is no widow or widower, to the children of the staff member or, if there is a guardian of any children entitled under this subclause, to that guardian for the children's maintenance, education and advancement; or

- 66.6.3 If there is no such widow, widower or children, to the person who, in the opinion of the Chief Executive Officer was, at the time of the staff member's death, a dependent relative of the staff member; or
- 66.6.4 If there is no person entitled under paragraphs 66.6.1, 66.6.2 or 66.6.3 of this subclause to receive the money value of any leave not taken or not completed by a staff member or which would have accrued to the staff member, the payment shall be made to the personal representative of the staff member.
- 66.7 Recreation leave does not accrue during leave without pay other than
- 66.7.1 military leave taken without pay when paid military leave entitlements are exhausted;
- 66.7.2 absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
- 66.7.3 any continuous period of sick leave taken without pay when paid sick leave is exhausted;
- 66.7.4 incapacity for which compensation has been authorised under the Workplace Injury Management and Workers Compensation Act 1998; or
- 66.7.5 periods which when aggregated, do not exceed 5 working days in any period of 12 months.

#### **67. Annual Leave Loading**

- 67.1 General - Unless more favourable conditions apply to a staff member under another industrial instrument, a staff member, other than a trainee who is paid by allowance, is entitled to be paid an annual leave loading as set out in this subclause. Subject to the provisions set out in subclauses 67.2 to 67.4 of this clause, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks recreation leave accrued in a leave year.
- 67.2 Maximum Loading - Unless otherwise provided in an Award or Agreement under which the staff member is paid, the annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk.
- 67.3 Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 67.4 Payment of annual leave loading - Payment of the annual leave loading shall be made on the recreation leave accrued during the previous leave year and shall be subject to the following conditions:
- 67.4.1 Annual leave loading shall be paid on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks.
- 67.4.2 If at least two weeks leave, as set out in paragraph 67.4.1 of this subclause, is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year.
- 67.4.3 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in paragraph 67.4.1 of this subclause, is taken.

67.4.4 A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the Corporation for any reason other than the staff member's serious and intentional misconduct.

67.4.5 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

### **68. Sick Leave**

68.1 Illness in this clause and in clauses 69 and 70 of this award means physical or psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.

68.2 Payment for sick leave is subject to the staff member:

68.2.1 Informing their manager as soon as reasonably practicable that they are unable to perform duty because of illness. This must be done as close to the staff member's starting time as possible; and

68.2.2 Providing evidence of illness as soon as practicable if required by clause 69, Sick Leave - Requirements for Evidence of Illness of this award.

68.3 If the Chief Executive Officer is satisfied that a staff member is unable to perform duty because of the staff member's illness or the illness of his/her family member, the Chief Executive Officer:

68.3.1 Shall grant to the staff member sick leave on full pay; and

68.3.2 May grant to the staff member, sick leave without pay if the absence of the staff member exceeds the entitlement of the staff member under this award to sick leave on full pay.

68.4 The Chief Executive Officer may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:

68.4.1 is unable to carry out their duties without distress; or

68.4.2 risks further impairment of their health by reporting for duty; or

68.4.3 is a risk to the health, wellbeing or safety of other staff members, Corporational clients or members of the public.

68.5 The Chief Executive Officer may direct a staff member to participate in a return to work program if the staff member has been absent on a long period of sick leave.

68.6 Entitlements. Existing staff members at 13 November 2008 commenced accruing sick leave in accordance with this clause from 1 January 2009 onwards.

68.6.1 At the commencement of employment with the Public Service, a full-time staff member is granted an accrual of 5 days sick leave.

68.6.2 After the first four months of employment, the staff member shall accrue sick leave at the rate of 10 working days per year for the balance of the first year of service.

68.6.3 After the first year of service, the staff member shall accrue sick leave day to day at the rate of 15 working days per year of service.

68.6.4 All continuous service as a staff member in the NSW public service shall be taken into account for the purpose of calculating sick leave due. Where the service in the NSW public service is not continuous, previous periods of public service shall be taken into account for the purpose of calculating sick leave due if the previous sick leave records are available.

- 68.6.5 Notwithstanding the provisions of paragraph 68.6.4 of this subclause, sick leave accrued and not taken in the service of a public sector employer may be accessed in terms of the Public Sector Staff Mobility Policy.
- 68.6.6 Sick leave without pay shall count as service for the accrual of recreation leave and paid sick leave. In all other respects sick leave without pay shall be treated in the same manner as leave without pay.
- 68.6.7 When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
- 68.6.8 Paid sick leave shall not be granted during a period of unpaid leave.
- 68.7 Payment during the initial 3 months of service - Paid sick leave which may be granted to a staff member, other than a seasonal or relief staff member, in the first 3 months of service shall be limited to 5 days paid sick leave, unless the Chief Executive Officer approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of service shall be supported by a satisfactory medical certificate.
- 68.8 Seasonal or relief staff - No paid sick leave shall be granted to temporary employees who are employed as seasonal or relief staff for a period of less than 3 months.

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

- 69.1 A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Chief Executive Officer in respect of the absence.
- 69.2 In addition to the requirements under subclause 68.2 of clause 68, Sick Leave of this award, a staff member may absent themselves for a total of 5 working days per annum due to illness without the provision of evidence of illness to the Chief Executive Officer. Staff members who absent themselves in excess of 5 working days in a year may be required to furnish evidence of illness to the Chief Executive Officer for each occasion absent for the balance of the calendar year.
- 69.3 As a general practice backdated medical certificates will not be accepted. However if a staff member provides evidence of illness that only covers the latter part of the absence, they can be granted sick leave for the whole period if the Chief Executive Officer is satisfied that the reason for the absence is genuine.
- 69.4 If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Chief Executive Officer will advise them in advance.
- 69.5 If the Chief Executive Officer is concerned about the diagnosis described in the evidence of illness produced by the staff member, after discussion with the staff member, the evidence provided and the staff member's application for leave can be referred to the Department of Health for advice.
- 69.5.1 The type of leave granted to the staff member will be determined by the Chief Executive Officer based on Department of Health advice.
- 69.5.2 If sick leave is not granted, the Chief Executive Officer will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- 69.6 The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager they may elect to have the application for sick leave dealt with confidentially by an alternate manager or the human resources section of the Corporation.
- 69.7 The reference in this clause to evidence of illness shall apply, as appropriate:

- 69.7.1 up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Chief Executive Officer's discretion, another registered health services provider, or
- 69.7.2 where the absence exceeds one week, and unless the health provider listed in paragraph 69.7.1 of this subclause is also a registered medical practitioner, applications for any further sick leave must be supported by evidence of illness from a registered medical practitioner, or
- 69.7.3 at the Chief Executive Officer's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- 69.8 If a staff member who is absent on recreation leave or extended leave, furnishes to the Chief Executive Officer satisfactory evidence of illness in respect of an illness which occurred during the leave, the Chief Executive Officer may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
- 69.8.1 In respect of recreation leave, the period set out in the evidence of illness;
- 69.8.2 In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 69.9 Subclause 69.8 of this clause applies to all staff members other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

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

- 70.1 Where family and community service leave provided for in clause 60 of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause 70.4 of this clause who needs the staff member's care and support, may elect to use available paid sick leave, subject to the conditions specified in this clause, to provide such care and support when a family member is ill.
- 70.2 The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Chief Executive Officer may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- 70.3 If required by the Chief Executive Officer to establish the illness of the person concerned, the staff member must provide evidence consistent with subclause 69.6 of clause 69, Sick Leave - Requirements for Evidence of Illness of this award.
- 70.4 The entitlement to use sick leave in accordance with this clause is subject to:
- 70.4.1 The staff member being responsible for the care and support of the person concerned; and
- 70.4.2 The person concerned being:
- (a) a spouse of the staff member; or
  - (b) a de facto spouse being a person of the opposite sex to the staff member who lives with the staff member as her husband or his wife on a bona fide domestic basis although not legally married to that staff member; or
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the staff member or of the spouse or de facto spouse of the staff member; or
  - (d) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or



- (e) a relative of the staff member who is a member of the same household,

where for the purposes of this definition:

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

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

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

#### **71. Sick Leave - Workers Compensation**

- 71.1 The Chief Executive Officer shall advise each staff member of the rights under the Workers Compensation Act 1987, as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 71.2 A staff member who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the staff member a right to claim compensation under the Workers Compensation Act 1987 shall be required to lodge a claim for any such compensation.
- 71.3 Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Chief Executive Officer shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- 71.4 The Chief Executive Officer will ensure that, once received by the Corporation, a staff member's workers compensation claim is lodged by the Corporation with the workers compensation insurer within the statutory period prescribed in the Workers Compensation Act 1987.
- 71.5 Pending the determination of that claim and on production of an acceptable medical certificate, the Chief Executive Officer shall grant sick leave on full pay for which the staff member is eligible followed, if necessary, by sick leave without pay or, at the staff member's election by accrued recreation leave or extended leave.
- 71.6 If liability for the workers compensation claim is accepted, then an equivalent period of any sick leave taken by the staff member pending acceptance of the claim shall be restored to the credit of the staff member.
- 71.7 A staff member who continues to receive compensation after the completion of the period of 26 weeks referred to in section 36 of the Workers Compensation Act 1987 may use any accrued and untaken sick leave to make up the difference between the amount of compensation payable under that Act and the staff member's ordinary rate of pay. Sick leave utilised in this way shall be debited against the staff member.
- 71.8 If a staff member notifies the Chief Executive Officer that he or she does not intend to make a claim for any such compensation, the Chief Executive Officer shall consider the reasons for the staff member's decision and shall determine whether, in the circumstances, it is appropriate to grant sick leave in respect of any such absence.
- 71.9 A staff member may be required to submit to a medical examination under the Workers Compensation Act 1987 in relation to a claim for compensation under that Act. If a staff member refuses to submit to a medical examination without an acceptable reason, the staff member shall not be granted available sick leave on full pay until the examination has occurred and a medical certificate is issued indicating that the staff member is not fit to resume employment.

- 71.10 If the Chief Executive Officer provides the staff member with employment which meets the terms and conditions specified in the medical certificate issued under the Workers Compensation Act 1987 and the Workplace Injury Management and Workers Compensation Act 1998 and, without good reason, the staff member fails, to resume or perform such duties, the staff member shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 71.11 No further sick leave shall be granted on full pay if there is a commutation of weekly payments of compensation by the payment of a lump sum pursuant to section 51 of the Workers Compensation Act 1987.
- 71.12 Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
- 71.12.1 The staff member's claim for workers compensation;
  - 71.12.2 The conduct of a medical examination by a Government or other Medical Officer;
  - 71.12.3 A medical certificate issued by the examining Government or other Medical Officer; or
  - 71.12.4 Action taken by the Chief Executive Officer either under the Workers Compensation Act 1987 or any other relevant legislation in relation to a claim for workers compensation, medical examination or medical certificate.

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

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

## **73. Special Leave**

- 73.1 Special Leave - Jury Service
- 73.1.1 A staff member shall, as soon as possible, notify the Chief Executive Officer of the details of any jury summons served on the staff member.
  - 73.1.2 A staff member who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Chief Executive Officer a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the staff member during any such period and the details of any payment or payments made to the staff member under section 72 of the Jury Act 1977 in respect of any such period.

- 73.1.3 When a certificate of attendance on jury service is received in respect of any period during which a staff member was required to be on duty, the Chief Executive Officer shall grant, in respect of any such period for which the staff member has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Chief Executive Officer shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- 73.2 Witness at Court - Official Capacity - When a staff member is subpoenaed or called as a witness in an official capacity, the staff member shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the staff member in connection with the staff member's appearance at court as a witness in an official capacity shall be paid by the Corporation.
- 73.3 Witness at Court - Other than in Official Capacity - Crown Witness - A staff member who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:
- 73.3.1 Be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
- 73.3.2 Pay into the Treasury of the State of New South Wales all money paid to the staff member under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 73.3.3 Association Witness - a staff member called by the Association to give evidence before an Industrial Tribunal or in another jurisdiction shall be granted special leave by the Corporation for the required period.
- 73.4 Called as a witness in a private capacity - A staff member who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the staff member's election, available recreation leave on full pay or leave without pay.
- 73.5 Special Leave - Examinations -
- 73.5.1 Special leave on full pay up to a maximum of 5 days in any one year shall be granted to staff members for the purpose of attending at any examination approved by the Chief Executive Officer.
- 73.5.2 Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 73.5.3 If an examination for a course of study is held during term or semester within the normal class timetable and study time has been granted to the staff member, no further leave is granted for any examination.
- 73.6 Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited Association delegates to undertake Association activities as provided for in clause 43, Trade Union Activities Regarded as Special Leave of this award.
- 73.7 A staff member who identifies as an Indigenous Australian shall be granted up to one day special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations. Leave can be taken at any time during NAIDOC week, or in the weeks leading up to and after NAIDOC week as negotiated between the supervisor and staff member.
- 73.8 Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Chief Executive Officer for such other purposes, subject to the conditions specified in the Personnel Handbook at the time the leave is taken.

**SECTION 7 - TRAINING AND PROFESSIONAL DEVELOPMENT****74. Staff Development and Training Activities**

- 74.1 For the purpose of this clause, the following shall be regarded as staff development and training activities:
- 74.1.1 All staff development courses conducted by a NSW Public Sector organisation;
  - 74.1.2 Short educational and training courses conducted by generally recognised public or private educational bodies; and
  - 74.1.3 Conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- 74.2 For the purposes of this clause, the following shall not be regarded as staff development and training activities:
- 74.2.1 Activities for which study assistance is appropriate;
  - 74.2.2 Activities to which other provisions of this award apply (e.g. courses conducted by the Association); and
  - 74.2.3 Activities which are of no specific relevance to the NSW Public Sector.
- 74.3 Attendance of a staff member at activities considered by the Chief Executive Officer to be:
- 74.3.1 Essential for the efficient operation of the Corporation; or
  - 74.3.2 Developmental and of benefit to the NSW public sector
- shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 74.4 The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the Corporation:
- 74.4.1 Recognition that the staff members are performing normal duties during the course;
  - 74.4.2 Adjustment for the hours so worked under flexible working hours;
  - 74.4.3 Payment of course fees;
  - 74.4.4 Payment of all actual necessary expenses or payment of allowances in accordance with this award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
  - 74.4.5 Payment of overtime where the activity could not be conducted during the staff member's normal hours and the Chief Executive Officer is satisfied that the approval to attend constitutes a direction to work overtime under clause 76, Overtime - General of this award.
- 74.5 The following provisions shall apply, as appropriate, to the activities considered to be developmental and of benefit to the Corporation:
- 74.5.1 Recognition of the staff member as being on duty during normal working hours whilst attending the activity;
  - 74.5.2 Payment of course fees;

- 74.5.3 Reimbursement of any actual necessary expenses incurred by the staff member for travel costs, meals and accommodation, provided that the expenses have not been paid as part of the course fee; and
- 74.5.4 Such other conditions as may be considered appropriate by the Chief Executive Officer given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- 74.6 Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the public service, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Chief Executive Officer is able to release the staff member, such leave shall be granted as a charge against available flex leave, recreation/extended leave or as leave without pay.
- 74.7 Higher Duties Allowance - Payment of a higher duties allowance is to continue where the staff member attends a training or developmental activity whilst on duty in accordance with this clause.

### **75. Study Assistance**

- 75.1 The Chief Executive Officer shall have the power to grant or refuse study time for a staff member.
- 75.2 Where the Chief Executive Officer approves the grant of study time for a staff member, the grant shall be subject to:
- 75.2.1 The course undertaken by the staff member being a course relevant to the Corporation and/or the public service and approved by the Chief Executive Officer;
- 75.2.2 The time being taken at the convenience of the Corporation; and
- 75.2.3 Paid study time not exceeding a maximum of 4 hours per week, to accrue on the basis of half an hour for each hour of class attendance.
- 75.3 Study time may be granted to both full and part-time staff members. Part-time staff members however shall be entitled to a pro-rata allocation of study time to that of a full-time staff member.
- 75.4 Study time may be used for:
- 75.4.1 Attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
- 75.4.2 Necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
- 75.4.3 Private study; and/or
- 75.4.4 Accumulation, subject to the conditions specified in subclauses 75.6 to 75.9 of this clause.
- 75.5 Staff members requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:-
- 75.5.1 Face-to-Face - Staff members may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
- 75.5.2 Correspondence - Staff members may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
- 75.5.3 Accumulation - Staff members may choose to accumulate part or all of their study time as provided in subclauses 75.6 to 75.9 of this clause.

- 75.6 Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the Corporation.
- 75.7 Where at the commencement of an academic year/semester a staff member elects to accrue study time and that staff member has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.
- 75.8 Staff members attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 75.9 Where a staff member is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 75.10 Staff members studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 75.11 Correspondence Courses - Study time for staff members studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 75.12 Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 75.13 Repeated subjects - Study time shall not be granted for repeated subjects.
- 75.14 Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 75.15 Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 75.16 The period granted as examination leave shall include:
- 75.16.1 Time actually involved in the examination;
- 75.16.2 Necessary travelling time, in addition to examination leave,
- but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the staff member.
- 75.17 The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 75.18 Study Leave - Study leave for full-time study is granted to assist those staff members who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 75.19 All staff members are eligible to apply and no prior service requirements are necessary.
- 75.20 Study leave shall be granted without pay, except where the Chief Executive Officer approves financial assistance. The extent of financial assistance to be provided shall be determined by the Chief Executive Officer according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.

- 75.21 Where financial assistance is approved by the Chief Executive Officer for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the staff member.
- 75.22 Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, the Corporation may choose to identify courses or educational programmes of particular relevance or value and establish a Corporation scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

## **SECTION 8 - OVERTIME**

### **76. Overtime - General**

- 76.1 A staff member may be directed by the Chief Executive Officer to work overtime, provided it is reasonable for the staff member to be required to do so. A staff member may refuse to work overtime in circumstances where the working of such overtime would result in the staff member working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 76.1.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
  - 76.1.2 Any risk to staff member health and safety,
  - 76.1.3 The urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
  - 76.1.4 The notice (if any) given by the Chief Executive Officer regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
  - 76.1.5 Any other relevant matter.
- 76.2 Payment for overtime shall be made only where the staff member works directed overtime.
- 76.3 Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Chief Executive Officer to work more than 7 hours after finishing overtime or before commencing overtime.
- 76.4 Payment for overtime worked shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- 76.4.1 Compensation specifically provided for overtime; or
  - 76.4.2 Be paid an allowance for overtime; or
  - 76.4.3 A rate of salary which has been determined as inclusive of overtime.

### **77. Overtime Worked By Day Workers**

- 77.1 The provisions of this clause shall not apply to:
- 77.1.1 Staff members covered by formal local arrangements in respect of overtime negotiated between the Chief Executive Officer and the Association;
  - 77.1.2 Staff members to whom overtime provisions apply under another industrial instrument;

- 77.1.3 Staff members whose salary includes compensation for overtime; and
- 77.1.4 Staff members who receive an allowance in lieu of overtime.
- 77.2 Rates - Overtime shall be paid at the following rates:
- 77.2.1 Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours scheme, unless local arrangements apply;
- 77.2.2 Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
- 77.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 77.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 77.3 If a staff member is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the staff member has been granted leave of absence or the absence has been caused by circumstances beyond the staff member's control.
- 77.4 A staff member who works overtime on a Saturday, Sunday or public holiday shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 77.5 Rest Periods
- 77.5.1 A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 77.5.2 Where a staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such staff member shall be paid at the appropriate overtime rate until released from duty. The staff member shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

#### **78. Overtime Meal Breaks**

- 78.1 Staff members not working flexible hours - A staff member required to work overtime on weekdays for an hour and a half or more after the staff member's ordinary hours of duty on weekdays, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 78.2 Staff member working flexible hours - A staff member required to work overtime on weekdays beyond 6.00 p.m. and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes for a meal and thereafter, 30 minutes for a meal after every five hours of overtime worked.
- 78.3 Staff Members Generally - A staff member required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes for a meal after every five hours of overtime worked. A staff member who is unable to take a meal break and who works for more than five hours shall be given a meal break at the earliest opportunity.



### **79. Overtime Meal Allowances**

- 79.1 If an adequate meal is not provided by the Corporation, a meal allowance shall be paid by the Corporation at the appropriate rate specified in Item 8 of Table 1 - Allowances of Part B, Monetary Rates, provided the Chief Executive Officer is satisfied that:
- 79.1.1 the time worked is directed overtime;
  - 79.1.2 the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
  - 79.1.3 where the staff member was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the staff member did so; and
  - 79.1.4 overtime is not being paid in respect of the time taken for a meal break.
- 79.2 Where an allowance payable under this clause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Chief Executive Officer shall approve payment of actual expenses.
- 79.3 Where a meal was not purchased, payment of a meal allowance shall not be made.
- 79.4 Receipts shall be provided to the Chief Executive Officer or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.
- 79.5 Notwithstanding the above provisions, nothing in this clause shall prevent the Chief Executive Officer and the Association from negotiating different meal provisions under a local arrangement.

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

A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8 (as set out in the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award), as varied from time to time, shall be paid for working directed overtime at the maximum rate for Clerk, Grade 8 plus \$1.00, unless the Chief Executive Officer approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.

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

- 81.1 The Chief Executive Officer shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the staff member so elects, by the grant of leave in lieu in accordance with subclause 81.2 of this clause.
- 81.2 The following provisions shall apply to the leave in lieu:-
- 81.2.1 The staff member shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the staff member intends to take leave in lieu of payment.
  - 81.2.2 The leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause.
  - 81.2.3 The leave must be taken at the convenience of the Corporation, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 70, Sick Leave to Care for a Sick Family Member of this award apply.
  - 81.2.4 The leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved in the staff member's Corporation or section;

81.2.5 Leave in lieu accrued in respect of overtime shall be given by the Corporation and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Chief Executive Officer and the Association.

81.2.6 A staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

## **82. Calculation of Overtime**

82.1 Unless a minimum payment in terms of subclause 77.4 of clause 77, Overtime Worked by Day Workers of this award applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.

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

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

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

82.4 Overtime is not payable for time spent travelling.

## **83. Provision of Transport in Conjunction With Working of Overtime**

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

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

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

83.2 Arrangement of Overtime

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

83.3 Provision of Taxis

Where a staff member ceases overtime duty after 8.00 p.m. and public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

## **SECTION 9 - MISCELLANEOUS**

### **84. Anti-Discrimination**

84.1 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.

- 84.2 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.
- 84.3 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.
- 84.4 Nothing in this clause is to be taken to affect:
- 84.4.1 Any conduct or act which is specifically exempted from anti- discrimination legislation;
- 84.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 84.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
- 84.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 84.5 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.
- 84.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 84.5.2 Section 56(d) of the Anti-Discrimination Act 1977 provides:
- "Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## **85. Secure Employment**

### 85.1 Objective of this Clause

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

### 85.2 Casual Conversion

- 85.2.1 A casual employee engaged by the Corporation 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.
- 85.2.2 Where the Corporation employs such a casual employee, the Corporation shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the Corporation fails to comply with this notice requirement.
- 85.2.3 Any casual employee who has a right to elect under paragraph 85.2.1, upon receiving notice under paragraph 85.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Chief Executive Officer 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 Chief Executive Officer shall consent to

or refuse the election, but shall not unreasonably so refuse. Where the Chief Executive Officer 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.

85.2.4 Any casual employee who does not, within four weeks of receiving written notice from the Chief Executive Officer, 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.

85.2.5 Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the Chief Executive Officer.

85.2.6 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 85.2.3, the Chief Executive Officer and employee shall, in accordance with this paragraph, and subject to paragraph 85.2.3, discuss and agree upon:

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

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

85.2.7 Following an agreement being reached pursuant to paragraph 85.2.6, 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.

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

### 85.3 Occupational Health and Safety

85.3.1 For the purposes of this subclause, the following definitions shall apply:

- (a) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- (b) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
- (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

85.3.3 Nothing in this subclause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

#### 85.4 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.

85.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

### **86. Existing Entitlements**

The provisions of this award shall not affect any entitlements existing in the Corporation or section of the Corporation at the time this award is made, if such provisions are better than the provisions contained in this award. Such entitlements are hereby expressly preserved until renegotiated with the Association.

### **87. Incidence and Duration**

87.1 This award removes any doubt that the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) and all variations thereof do not apply to the staff members who are now covered under this award. For the avoidance of doubt, staff members covered under this award are those persons employed by the Corporation under section 4B(3) of the Act whose positions are identified in Table 2 - Salary Rates of Part B Monetary Rates of this award.

87.2 This award will be operative from 21 February 2011 and will remain in force until 30 June 2013.

87.3 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 of 28 April 1999 (310 I.G 359) take effect on and from 28 March 2012

### **88. No Extra Claims**

The parties of this award agree that the pay increases under this award are provided on the basis that there shall be no further claims for changes to salary rates, conditions or any other provisions of this award during the nominal term of the award.

**PART B**  
**MONETARY RATES**

**Table 1 - Allowances**

Effective 1 July 2010<sup>1</sup>

Item No.	Clause No	Description	Amount \$
1		Meal expenses on one day journeys	
		Capital cities and high cost country centres (see list in item 2)	
	29.1.1	Breakfast	\$23.10
	29.1.2	Dinner	\$44.50
	29.1.3	Lunch	\$25.90
		Tier 2 and other country centres (see list in item 2)	
	29.1.1	Breakfast	\$20.65
	29.1.2	Dinner	\$40.65
	29.1.3	Lunch	\$23.60
2		Travelling allowances	
	25.8.2	Capital cities	Per day
		Adelaide	\$267.35
		Brisbane	\$311.35
		Canberra	\$255.35
		Darwin	\$282.35
		Hobart	\$227.35
		Melbourne	\$283.35
		Perth	\$274.35
		Sydney	\$293.35
	25.8.2	High cost country centres	Per day
		Albany (WA)	\$228.55
		Alice Springs (NT)	\$223.35
		Ballarat (VIC)	\$232.85
		Bendigo (VIC)	\$232.35
		Bright (VIC)	\$223.35
		Broome (WA)	\$324.35
		Bunbury (WA)	\$232.85
		Burnie (TAS)	\$235.35
		Cairns (QLD)	\$233.35
		Carnarvon (WA)	\$256.65
		Christmas Island (WA)	\$260.35
		Cocos (Keeling) Island	\$220.35
		Dalby (QLD)	\$220.35
		Dampier (WA)	\$284.75
		Derby (WA)	\$291.85
		Devon port (TAS)	\$238.85
		Echuca (VIC)	\$232.65
		Emerald (QLD)	\$229.85
		Esperance (WA)	\$228.35
		Exmouth (WA)	\$300.35
		Geelong (VIC)	\$231.35
		Geraldton (WA)	\$243.85
		Gladstone (QLD)	\$228.85
		Gold Coast (QLD)	\$245.35
		Halls Creek (WA)	\$257.85
		Hervey Bay (QLD)	\$229.35
		Horn Island (QLD)	\$279.35

<sup>1</sup> NB: In adjusting expense related and salary related allowances, annual rates are adjusted to the nearest dollar, weekly and daily rates are rounded to the nearest 5 cents, and hourly rates are moved to the nearest cent (except for the flying allowance which is moved to the nearest 10 cents).

		Horsham (VIC)	\$223.35
		Jabiru (NT)	\$308.35
		Kalgoorlie (WA)	\$248.85
		Karratha (WA)	\$395.35
		Katherine (NT)	\$230.85
		Kununurra (WA)	\$292.35
		Launceston (TAS)	\$225.85
		Mackay (QLD)	\$242.85
		Maitland (NSW)	\$221.85
		Mount Isa (QLD)	\$268.85
		Newcastle (NSW)	\$242.85
		Newman (WA)	\$305.35
		Norfolk Island	\$242.85
		Port Hedland (WA)	\$380.35
		Port Lincoln (SA)	\$222.35
		Port Macquarie (NSW)	\$225.35
		Queanbeyan (NSW)	\$223.85
		Tamworth (NSW)	\$221.35
		Thursday Island (QLD)	\$290.35
		Townsville (QLD)	\$234.35
		Wagga Wagga (NSW)	\$227.85
		Warrnambool (VIC)	\$224.55
		Weipa (QLD)	\$248.35
		Whyalla (SA)	\$228.35
		Wilpena-Pound (SA)	\$252.35
		Wonthaggi (VIC)	\$232.35
		Yulara (NT)	\$441.35
	25.8.2	Tier 2 country centres	Per day
		Ararat (VIC)	\$208.75
		Armidale (NSW)	\$208.75
		Bairnsdale (VIC)	\$208.75
		Bathurst (NSW)	\$208.75
		Bordertown (SA)	\$208.75
		Broken Hill (NSW)	\$208.75
		Bundaberg (QLD)	\$208.75
		Castlemaine (VIC)	\$208.75
		Ceduna (SA)	\$208.75
		Coffs Harbour (NSW)	\$208.75
		Cooma (NSW)	\$208.75
		Dubbo (NSW)	\$208.75
		Gosford (NSW)	\$208.75
		Goulburn (NSW)	\$208.75
		Hamilton (VIC)	\$208.75
		Innisfail (QLD)	\$208.75
		Kadina (SA)	\$208.75
		Kingaroy (QLD)	\$208.75
		Mildura (VIC)	\$208.75
		Mount Gambier (SA)	\$208.75
		Mudgee (NSW)	\$208.75
		Muswellbrook (NSW)	\$208.75
		Naracoorte (SA)	\$208.75

		Orange (NSW)	\$208.75
		Port Augusta (SA)	\$208.75
		Portland (VIC)	\$208.75
		Renmark (SA)	\$208.75
		Rockhampton (QLD)	\$208.75
		Roma (QLD)	\$208.75
		Seymour (VIC)	\$208.75
		Swan Hill (VIC)	\$208.75
		Toowoomba (QLD)	\$208.75
		Wollongong (NSW)	\$208.75
	25.8.2	Other country centres	\$193.75
	25.8.2	Incidental expenses when claiming actual expenses - all locations	\$16.85
3	25.8.1	Incidental expenses	\$16.85
4		Use of private motor vehicle	Cents per kilometre
	33.2	Official business	
		Engine capacity-	
		2601cc and over	75.0
		1601cc-2600cc	74.0
		1600cc or less	63.0
	33.2	Casual rate (40% of official business rate)	
		Engine capacity-	
		2601cc and over	30.0
		1601cc-2600cc	29.6
		1600cc or less	25.2
		Motor cycle allowance (50% of the 1600cc or less official business rate)	31.5
5	36.2	Exchanges	Actual cost
6	37.1	Room at home used as office	\$797 pa
7	40.1	First aid allowance (effective ffpp on or after 1 July 2010)	Per annum
		- Holders of basic qualifications	\$750 pa
8	79.1	Overtime meal allowances	Eff. 1 July 2010
		Breakfast	\$25.80
		Lunch	\$25.80
		Dinner	\$25.80
		Supper	\$9.50

**Table 2 - Salary Rates**

Clauses 3.44, 6 and 87.2

Position Title	Grade	Salary Rate from first full pay period on or after 1 July 2009 \$	Salary Rate from first full pay period on or after 1 July 2010 \$	Salary Rate from first full pay period on or after 1 July 2011 \$	Salary Rate from first full pay period on or after 1 July 2012 \$
Personal Assistant	Grade 4	61,328	63,781	66,332	68,986



Policy Specialist	Grade 7	77,384	80,479	83,698	87,046
Disputes Officer	Grade 8	83,171	86,498	89,958	93,556
Technical Services Specialist	Grade 9	88,058	91,580	95,243	99,053

C. G. STAFF J.

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**CROWN EMPLOYEES (SHERIFF'S OFFICERS) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 108 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

**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 2007.

**3. Definitions**

"Act" means the Public Sector Employment and Management Act 2002 and its Regulations.

Department means the Department of Attorney General and Justice (Attorney General's Division).

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

"Director General, Department of Premier and Cabinet" has the same meaning as in the Public Sector Employment and Management Act 2002.

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the Public Sector Employment and Management Act 2002, 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**

The weekly salary payable to officers shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.

#### **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 sheriff's office region to which an officer is from time to time attached.
- (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 Department 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 Department Head.
- (vi) The Department Head may refer the matter to the Director General, Department of Premier and Cabinet for consideration.
- (vii) 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.
- (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 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.
- (x) The officer, Association, Department and the Director General, 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.
- (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 Attorney General and Justice (Attorney General's Division).
- (ii) 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 28 March 2012.
- (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 2008) Award effective from the beginning of the first pay period to commence on or after 1 July 2011

Position	Salary \$
Chief Inspector	
Year 2	77,767
Year 1	75,552
Inspector	
Year 2	72,702
Year 1	70,480
Sergeant	
Year 4	65,376
Year 3	63,425
Year 2	61,505
Year 1	59,705
Sheriff's officer	
Year 4	58,060
Year 3	56,509
Year 2	54,977
Year 1	53,407
Probationary Sheriffs officer	48,816

**Table 2 - Meal Allowance**

Capital cities and the following country centres:

Maitland  
Newcastle  
Port Macquarie  
Wagga Wagga  
Wollongong

Breakfast	\$23.65
Lunch	\$26.55
Dinner	\$45.60

All other NSW Country Centres

Breakfast	\$21.15
Lunch	\$24.20
Dinner	\$41.65

C. G. STAFF J.

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**CROWN EMPLOYEES (STATE EMERGENCY SERVICE)  
COMMUNICATION CENTRE - CONTINUOUS SHIFT WORKERS  
AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 109 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

**REVIEWED AWARD**

**PART A**

**1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Application
5.	Coverage
6.	Salaries
7.	Overview of Shift Arrangements
8.	Rostering Arrangements
9.	Shift Work
10.	Senior Team Leaders
11.	Maximum Hours
12.	Meal Breaks
13.	Breaks between Shifts and Shift Cycle Changes
14.	Daylight Saving
15.	Alteration to Hours of Work
16.	Exchange of Shifts
17.	Hearing and Eye Sight Testing
18.	Higher Duties Shift Relief
19.	Occupational Health and Safety
20.	Representation
21.	Anti Discrimination
22.	Grievance and Dispute Settling Procedures
23.	Conditions Fixed By Other Instruments of Employment
24.	Existing Entitlements
25.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Schedule

## 2. Title

This award shall be known as the Crown Employees (State Emergency Service) Communication Centre - Continuous Shift Workers Award 2012.

## 3. Definitions

Act means the *Public Sector Employment and Management Act 2002*.

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

Award means an award as defined in the *Industrial Relations Act 1996*.

Casual Employee means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the *Public Sector Employment and Management Act 2002* and any guidelines issued thereof or as amended from time to time.

Director General means the Director General of Department of Premier and Cabinet established as a result of the *Public Sector Employment and Management Amendment (Ethics and Public Service Commissioner) Act 2011*.

First Shift Standby Roster means that Senior Rescue Coordinator will be on a standby roster and in the event of an emergency can be called into the Communication Centre to support operations.

Full-time Staff Member means a staff member whose ordinary hours of duty are specified as such in a formal industrial instrument or whose contract hours are equivalent to the full-time contract hours of 35 hours.

On Duty means the time required to be worked for the Service.

Ordinary Hourly Rate of Pay means the hourly rate equivalent of the annual rate of pay of the classification calculated using the formula set out in paragraph (b) (i) of clause 12, Casual Employment, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006.

Overtime means all time worked, whether before or after the ordinary rostered hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the staff members ordinary hours of duty.

Part-time Staff Member means a staff member whose ordinary hours of duty are specified as part-time in a formal industrial instrument or whose contract hours are less than the full-time hours.

Public Holiday means a day proclaimed under the *Banks and Bank Holidays Act 1912*, as a bank or a public holiday. This definition does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

Service means the NSW State Emergency Service.

Service After Hours and On Call Remuneration Arrangements refers to the State Emergency Service policy for after hours and on call remuneration arrangements issued in July 2005.

Shift Worker - Continuous Shifts means a staff member engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during breakdown or meal breaks or due to unavoidable causes beyond the control of the Department Head.

## 4. Application

This award was negotiated between the State Emergency Service, the Director General and the Association.



## 5. Coverage

The provisions of this award shall apply to officers and temporary staff members (both full-time and part-time), as defined in the *Public Sector Employment and Management Act, 2002* employed by the State Emergency Service in positions in the Communication Centre (ComCen) classified as ComCen Senior Rescue Coordinator, ComCen Team Leader, ComCen Call Operator and casual employees in these positions.

## 6. Salaries

- (a) The salaries for classifications covered by this award are set out at Part B Monetary Rates Table 1 - Salary Schedule of the award. These salaries shall move in accordance with the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 and/or the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award. The Clerical Officers Agreement 2515 of 1988 and Determination No. 877 of 1989 were replaced by a variation to the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 effective from 13 November 2008.
- (b) Salary Progression shall be by way of annual increment, according to the requirements in the Personnel Handbook, Section 5.2.10.

## 7. Overview of Shift Arrangements

- (a) The ComCen will operate on a 24 (twenty four) hours per day, 7 (seven) days per week basis across the entire year.
- (b) ComCen staff will work the equivalent of 35 hours per week over a roster period.
- (c) Shifts will be for 8.5 (eight and a half) hours less a 30 minute unpaid meal break, except as specified in clause 10 Senior Rescue Coordinator.
- (d) The Day Shift shall be from 06:30 to 15:00 hours.
- (e) The Afternoon Shift shall be from 14:30 to 23:00 hours.
- (f) The Night Shift shall be from 22:30 to 07:00 hours.

## 8. Rostering Arrangements

- (a) A roster will cover a minimum period of 4 (four) weeks up to maximum period of 16 (sixteen) weeks.
- (b) The roster cycle will work on a rotating three shift system with a forward rotation (day then afternoon then night) with breaks between rotations.
- (c) Rosters are to be published with as much notice as possible, but in any case a minimum 2 (two) weeks in advance before commencement of the roster.
- (d) Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.
- (e) Nothing in this award is intended to circumvent subsection (1) of Section 22, Maximum ordinary hours of employment of the NSW *Industrial Relations Act 1996*.

## 9. Shift Work

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

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

- (b) The loadings specified in subclause (a) of this clause shall only apply to shifts worked from Monday to Friday.
- (c) Weekends and Public Holidays - For the purpose of this clause any shift, the major portion of which is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked on a Saturday, Sunday or Public Holiday and shall be paid as such.
- (d) Saturday Shifts - Shift workers working on an ordinary rostered shift between midnight on Friday and midnight on Saturday which is not a public holiday, shall be paid for such shifts at ordinary time and one half.
- (e) Sunday Shifts - Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.
- (f) Public Holidays -
- (1) Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;
  - (2) A shift worker rostered off duty on a Public Holiday shall elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;
- (g) Annual leave - will accrue at the rate of four weeks per year for a full time staff member, that is 20 working days plus 8 rest days.
- (h) Additional leave - will accrue for a full time staff member on the following basis:

Number of ordinary shifts worked on Sunday and/or public holiday during a qualifying period of 12 months from 1 December one year to 30 November the next year	Additional leave
4-10	1 additional day
11-17	2 additional days
18-24	3 additional days
25-31	4 additional days
32 or more	5 additional days

### 10. Senior Rescue Coordinator

- (a) Positions classified as Senior Rescue Coordinator will play an important role in the handover from day to night operations so they will be predominantly rostered on duty on Afternoon Shifts from 14:00 to 23:00 hours.
- (b) Shifts will be for 9 (nine) hours less a 30 minute unpaid meal break.
- (c) Senior Rescue Coordinators will be rostered on a day shift (no penalty payments apply) on at least a fortnightly basis to complete scheduling, reporting and administration activities.
- (d) Senior Rescue Coordinator will be nominated to provide a First Shift Standby Roster function when required and the arrangements and remuneration are to be consistent with the current Service After Hours and On Call Remuneration Arrangements negotiated with the Service's Joint Consultative Committee.

### **11. Maximum Hours**

- (a) The maximum hours to be worked in a day or a week (7 days) should not exceed the following, other than in emergency circumstances:
  - (1) Maximum of 6 consecutive shifts;
  - (2) Maximum of 4 consecutive night shifts;
  - (3) Maximum 48 hours rostered per week.

### **12. Meal Breaks**

- (a) During a normal shift, staff members as a minimum must take at least one unpaid meal break of at least 30 minutes, plus two shorter paid breaks totalling 30 minutes.
- (b) Meal breaks must be given to and taken by staff members. No staff member shall be required to work continuously for more than 5 hours without a meal break.

### **13. Breaks Between Shifts and Shift Cycle Changes**

- (a) Breaks between shifts should not be less than 12 (twelve) consecutive hours.
- (b) There should be a minimum of 2 (two) days off between shift cycle changes.
- (c) In emergencies where a shift worker needs to remain on duty after a shift, the minimum break between shifts should never be less than 10 (ten) hours and should be compensated as soon as possible with a longer break.
- (d) If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 90, Overtime Worked by Shift Workers, in the Crown Employees (Public Service Conditions of Employment) Award 2009, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- (e) Time spent off duty may be calculated by determining the amount of time elapsed after:
  - (1) The completion of an ordinary rostered shift; or
  - (2) The completion of authorised overtime; or
  - (3) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

### **14. Daylight Saving**

For work performed which spans the time of introduction or cessation of a system of daylight saving as prescribed by relevant State legislation, a shift worker shall be paid according to the actual hours worked. Rostering arrangements will ensure that at least the minimum working hours are maintained.

### **15. Alteration to Hours of Work**

- (a) Rosters once determined and made available may be altered by:
  - (1) The Service by giving two week's notice of the requirement to change the arrangements of hours or the shift roster under normal circumstances; or
  - (2) By mutual agreement between the Service and the shift worker.

- (b) The Service reserves the right to change shift rosters in accordance with operational imperatives.
- (c) Provided that where the Service receives a significant concern about the alteration to the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Service.

#### **16. Exchange of Shifts**

- (a) Exchange of shifts will be allowed for special reasons provided the change does not result in excessive daily or weekly hours for any shift worker.
- (b) An exchange of shifts should not occur if it results in 2 (two) or more continuous shifts being worked with no break in between or if the recommended maximum hours are exceeded.
- (c) All requests for shift exchange by staff members are to be submitted in writing to the most Senior Officer on duty.

#### **17. Hearing and Eye Sight Testing**

- (a) ComCen staff members will be required to undergo hearing and eye sight testing prior to commencing employment.
- (b) Any further tests will be conducted in accordance with medical advice or at the request of the staff member or the ComCen Supervisor.

#### **18. Higher Duties Shift Better**

ComCen staff members, when required to provide relief in a higher level position for the whole shift or a minimum of two hours of the shift, will be compensated by way of Higher Duties Allowance at the rate of salary for the higher position plus any applicable allowances for the whole shift in accordance with the provisions of the Personnel Handbook, except the minimum 5 continuous days limitation.

#### **19. Work Health and Safety**

- (a) The Service is committed to the safety and welfare of staff and will consider Work Health and Safety issues in planning rosters and working arrangements. It is the intention that:
  - (1) shifts will not exceed 12 hours per day (including overtime), except in emergency circumstances
  - (2) overtime worked will not exceed 12 hours per week
- (b) In emergency circumstances a maximum of 60 hours work may be necessary. It shall not be worked on a regular basis nor on consecutive weeks.

#### **20. Representation**

- (a) Shift workers are to be adequately represented on any committees with a consultative or decision making function regarding their work. If they attend relevant meetings outside shift arrangements they will be considered at work and rosters are to be adjusted accordingly.

#### **21. Anti Discrimination**

- (a) It is the intention of the parties bound by this Award to seek to achieve the objective 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 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.

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

## **22. 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 Department, if required.
- (b) 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.
- (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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (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 staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department Head may refer the matter to the Director General for consideration.
- (g) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- (h) A staff member, at any stage, may request to be represented by the Association.
- (i) The staff member 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.
- (j) The staff member, Association, Department and the Director General 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 (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 staff member or member of the public.

### **23. Conditions Fixed By Other Instruments of Employment**

- (a) Crown Employees (Public Service Conditions of Employment) Award 2009 or variation or replacement, applies except where varied by this Award.

### **24. Existing Entitlements**

- (a) The provisions of this award shall not affect any entitlements existing in another award which covers Service staff other than specified in clause 23 of this award.

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

- (a) The provisions of this award shall apply to officers, Departmental temporary employees as defined in the *Public Sector Employment and Management Act, 2002* employed by the State Emergency Service in either full time and part time positions of Communication Centre (ComCen) Senior Team Leader, ComCen Team Leader and ComCen Call Operator, and casual workers in these positions.
- (b) 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 NSW on 28 April 1999 (310 I.G. 359) take effect from 28 March 2012.
- (c) Changes made to this award subsequent to it first being published on 27 March 2009 (367 I.G. 744) have been incorporated into this award as part of the review.
- (d) 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 - Salary Schedule**

Salaries are effective from the beginning of the first pay period to commence on or after the date in the column heading. The transition from the Clerical Officers scale to the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 was effective from 13 November 2008.

Classifications and Grades	Common Salary Point	1.7.11 Per annum +2.5% \$
Operations Communications Centre Senior Rescue Coordinator, Clerk Grade 5/6		
1st year of service	75	70,480
2nd year of service	78	72,702
3rd year of service	82	75,552
Thereafter	85	77,767
Operations Communications Centre Team Leader, Clerk Grade 3/4		
1st year of service	58	59,705
2nd year of service	61	61,505
3rd year of service	64	63,425
Thereafter	67	65,376
Operations Communications Centre Call Operator, Clerks General Scale		
Step 1 (formerly Clerical Officer 1st year of service under 17 at Common Salary Point 3)	4	25,860
Step 2 (formerly Clerical Officer 2nd year of service or 17)	6	29,346
Step 4 (formerly Clerical Officer 3rd year of service or 18)	9	35,345
Step 5 (formerly Clerical Officer 4th year of service or 19)	11	37,729
Step 6 (formerly Clerical Officer 5th year of service or 20 or above)	17	40,662
Step 7 (formerly Clerical Officer 6th year of service)	20	41,771
Step 8 (formerly Clerical Officer 7th year of service)	23	43,539
Step 9 (formerly Clerical Officer 8th year of service)	25	44,329
Step 10 (formerly Clerical Officer 9th year of service)	28	45,428
Step 11 (formerly Clerical Officer 10th year of service)	32	47,108
Step 12 (formerly Clerical Officer 11th year of service)	36	48,816
Step 13 (formerly Clerical Officer 12th year of service)	40	50,619

C.G. STAFF J

## **CROWN EMPLOYEES (STATE EMERGENCY SERVICE) LEARNING AND DEVELOPMENT OFFICERS AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 110 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

### **REVIEWED AWARD**

#### **Arrangement**

##### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	General Conditions of Employment
4.	Salaries
5.	Working Hours and Flexible Leave Entitlement
6.	Operational Overtime
7.	Grievance Procedures
8.	Dispute Resolution Procedures
9.	Motor Vehicle
10.	Anti-Discrimination
11.	Area, Incidence and Duration

##### PART B

#### MONETARY RATES

Table 1 - Salary Schedule

### **PART A**

#### **1. Title**

- 1.1 This Award will be known as the Crown Employees (State Emergency Service) Learning and Development Officers Award 2012.

#### **2. Definitions**

- 2.1 "Act" means the *Public Sector Employment and Management Act 2002*.
- 2.2 "Award" means this Crown Employees (State Emergency Service) Learning and Development Officers Award 2012.
- 2.3 "SES" means the State Emergency Service as described in the *State Emergency Service Act 1989 No 164*.
- 2.4 "SES Act" means the *State Emergency Service Act 1989 No. 164*.



- 2.5 "Regulation" means the State Emergency Service Regulation 2001 as amended under the *State Emergency Service Act 1989* No 164.
- 2.6 "Director General" means the Chief Executive Officer of the State Emergency Service as listed in column 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- 2.7 "Learning and Development Officer" or "LDO" means an officer permanently or temporarily employed in the SES either as a full-time, or part-time employee, in any capacity under the provisions of Chapter 2 of the *Public Sector Employment and Management Act 2002*, and includes an officer on probation.
- 2.8 "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- 2.9 "Director General DPC" means the Director General of Department of Premier and Cabinet, is a result of the *Public Sector Employment and Management Amendment (Ethics and Public Service Commissioner) Act 2011*.
- 2.10 "Position" means a position, both full-time and part-time, pursuant to Section 9 of the *Public Sector Employment and Management Act 2002*.
- 2.11 "Salary Rates" means the ordinary time rate of pay for the Learning and Development officer's grading excluding allowance for "After Hours Duty Officer" and all other allowances not regarded as salary.

### **3. General Conditions of Employment**

- 3.1 Conditions of employment for all Learning and Development Officers shall be in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 except where varied by this Award and with the following Awards and Agreements as varied from time to time:

Crown Employees (Transferred Employees Compensation) Award.

Crown Employees (Transferred Officers/Excess Rent) Agreement No 2354 of 1981.

- 3.2 The provisions of this Award are to apply to part-time workers on a pro-rata basis.

### **4. Salaries**

- 4.1 The Learning and Development Officers will be remunerated in accordance with the Crown Employees (Public Sector - Salaries 2008) Award as varied or an award replacing it. Salaries at the time of making this Award are set out in Table 1 - Salary Schedule of Part B Monetary Rates.
- 4.2 Appointment of Learning and Development Officers shall be in accordance with the *Public Sector Employment and Management (General) Regulation*.
- 4.3 A flexible and adaptable approach to working hours shall be adopted to meet peak demands, unit and volunteer demands, and the personal circumstances of the State Training Team. Much of the work performed is during the evening or on weekends. The parties agree that the requirements will be no more than 40 days of weekend and public holiday work per annum and 80 occasions of evening work. The parties recognise that there could be variations to these requirements from time to time.
- 4.4 An allowance of 15% of the Learning and Development Officer's gross annual salary will be paid in lieu of non-operational overtime and in recognition of the pattern of work. No non-operational overtime is anticipated.

### **5. Working Hours and Flexible Leave Entitlement**

- 5.1 LDO's will be able to accumulate flexitime credits beyond their contract hours. Flexitime entitlements will be the same as the current flexible working arrangements of the Department, i.e. LDO's will be able

to take up to five flexidays per flex period and can carry over up to 21 hours credit per flex period. There will be no bandwidth or core time. Contract hours of 35 hours per week will be worked on any day Monday to Sunday and will include travel time.

- 5.2 LDO's will not be required to work more than 5 days in a row without at least one day off.

### **6. Operational Overtime**

- 6.1 Access to overtime can only occur during operations when flexitime has been suspended.
- 6.2 Learning and Development Officers who are required to work operational overtime will be paid at the normal rate of pay including the 15% loading for the first seven hours, and overtime thereafter, excluding the 15% loading and meal breaks. When flexitime is suspended rest days are deemed to be Saturdays and Sundays.
- 6.3 If a Learning and Development Officer is required to perform duty as the after hours duty officer the following payments will be applicable:
- (a) Weekdays - 2/9ths of a day's salary including loading.
  - (b) Weekends - 1/3rd of a day's salary including loading.

### **7. Grievance Procedures**

- 7.1 Grievance procedures will be in accordance with the SES Grievance Policy.

### **8. Dispute Resolution Procedures**

- 8.1 The aim of the dispute resolution procedures is to ensure that, during the life of this Award, industrial disputes or grievances are prevented, or resolved as quickly as possible, at the level closest to the incident (with graduated steps for further attempts at resolution at higher levels within SES, if required).
- 8.2 When a dispute or grievance arises, or is considered likely to arise, the following steps shall be followed:

- (a) Stage 1 - The LDO(s) should notify their supervisor of the substance of the grievance, dispute or difficulty, request a meeting and, if possible, clearly state their preferred outcome.

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 LDO to advise their immediate supervisor the notification may occur to the next appropriate level of management, including where required, to the Director General or delegate.

- (b) Stage 2 - If the issue is not resolved within the office, the LDO may refer the matter to the Manager Personnel.

A confidential meeting should be held within two working days.

- (c) Stage 3 - If the matter is not resolved at the second meeting, the LDO may refer the matter to the Director General.

A confidential meeting should be held within two working days.

If the matter is not resolved, all parties involved in the grievance will be provided with a written response explaining the actions to be taken or the reasons for the SES taking no further action.

- (d) Stage 4 - If the matter remains unresolved it may be referred to the New South Wales Industrial Relations Commission by the officer (s), the Associations, or the Director General.

- 8.3 At any stage of this process either party may request that the situation be referred to an independent mediator. During any stage of this process members of a registered trade union may request that an Association representative be present.
- 8.4 During the process of resolving a grievance, normal work is to continue except in the case of a dispute involving Work Health and Safety where the safety of staff is jeopardised. If practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any officer, or member of the public.
- 8.5 The LDO(s), Association and the SES will be bound by any lawful recommendation, order or determination by the NSW Industrial Relations Commission in relation to the grievance, dispute or difficulty.

### **9. Motor Vehicle**

- 9.1 Learning and Development Officers are provided with a departmental motor vehicle and have standing approval for limited personal use that does not preclude availability for operational response.

### **10. Anti-Discrimination**

- 10.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 It follows that in fulfilling their obligations under the dispute resolution 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.
- 10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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

- 11.1 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 NSW on 28 April 1999 (310 I.G. 359) take effect from 28 March 2012.
- 11.2 Changes made to this award subsequent to it first being published on 28 September 2007 (363 I.G. 767) have been incorporated into this award as part of the review.

- 11.3 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 - Salary Schedule**

Salary of Full-Time Learning and Development Officers

Effective from the beginning of the first pay period to commence on or after 1 July 2011

1st year of service	\$75,552 pa
2nd year of service	\$77,767 pa
3rd year of service	\$80,096 pa
Thereafter	\$82,491 pa

C. G. STAFF J.

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Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (STATE EMERGENCY SERVICE) REGION CONTROLLERS AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 111 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

### **REVIEWED AWARD**

#### **Arrangement**

#### **PART A**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	General Conditions of Employment
4.	Salaries
5.	Working Hours and Flexible Leave Entitlement
6.	Operational Overtime
7.	Grievance Procedures
8.	Dispute Resolution Procedures
9.	Anti-Discrimination
10.	Area, Incidence and Duration

#### **PART B**

#### **MONETARY RATES**

Table 1 - Salary Schedule

#### **PART A**

##### **1. Title**

- 1.1 This award will be known as the Crown Employees (State Emergency Service) Region Controllers Award 2012.

##### **2. Definitions**

- 2.1 "Act" means - the Public Sector Employment and Management Act 2002.
- 2.2 "Award" means - this Crown Employees (State Emergency Service) Region Controllers Award 2012.
- 2.3 "SES" means - the State Emergency Service as described in the *State Emergency Service Act 1989* No 164.
- 2.4 "SES Act" means - the *State Emergency Service Act 1989* No. 164.
- 2.5 "Regulation" means the State Emergency Service Regulation 2001 as amended under the *State Emergency Service Act 1989* No 164.

- 2.6 "Director General" means - the Chief Executive Officer of the State Emergency Service as listed in column 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- 2.7 "Region Controller" means - an officer permanently or temporarily employed in the SES either as a full-time, or part-time employee, in any capacity under the provisions of chapter 2 of the *Public Sector Employment and Management Act 2002*, and includes an officer on probation.
- 2.8 "Association" means - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.9 "Director General DPC" means - the Director General of the Department of Premier and Cabinet, who is the employer for industrial purposes as a result of the *Public Sector Employment and Management Amendment (Ethics and Public Service Commissioner) Act 2011*.
- 2.10 "Position" means - a position, both full-time and part-time, pursuant to Section 9 of the *Public Sector Employment and Management Act 2002*.
- 2.11 "Salary Rates" means - the ordinary time rate of pay for the Region Controller's grading excluding allowance for "After Hours Duty Officer" and all other allowances not regarded as salary.

### **3. General Conditions of Employment**

- 3.1 Conditions of employment for all Region Controllers shall be in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 except where varied by this Award and with the following Awards and Agreements as varied from time to time:

Crown Employees (Transferred Employees Compensation) Award

Crown Employees (Transferred Officers/Excess Rent) Agreement No 2354 of 1981

- 3.2 The provisions of this award are to apply to part-time workers on a pro-rata basis.

### **4. Salaries**

- 4.1 The Region Controllers will be remunerated in accordance with the Crown Employees (Public Sector - Salaries 2008) Award as varied or an award replacing it. Salaries are set out in Table 1 - Salary Schedule Part B Monetary Rates.
- 4.2 Appointment of Region Controllers shall be in accordance with the Public Sector Employment and Management (General) Regulation.
- 4.3 A flexible and adaptable approach to working hours shall be adopted to meet peak demands, unit and volunteer demands, and the personal circumstances of the officer. Much of the work performed is during the evening or on weekends. The parties agree that the requirements will be no more than 40 days of weekend and public holiday work per annum and 80 occasions of evening work. The parties recognise that there could be variations to these requirements from time to time.
- 4.4 An allowance of 15% of the Region Controller's gross annual salary will be paid in lieu of non-operational overtime and in recognition of the pattern of work. No non-operational overtime is anticipated.

### **5. Working Hours and Flexible Leave Entitlement**

- 5.1 Region Controllers will be able to accumulate flexitime credits beyond their contract hours. Flexitime entitlements will be the same as the current flexible working arrangements of the Department, i.e. Region Controllers will be able to take up to 5 flexidays per flex period and can carry over up to 21 hours credit per flex period. There will be no bandwidth or core-time. Contract hours of 35 hours per week will be worked on any day Monday to Sunday and will include travel time.

- 5.2 Region Controllers will receive credit hours of one fifth of their normal weekly hours for each public holiday day. When required to work on a public holiday, a Region Controller should credit the hours worked to flexitime and take the equivalent time off at a later date.
- 5.3 Region Controllers will not be required to work more than 5 days in a row without at least 1 day off.
- 5.4 Part time Region Controllers working on projects for State Headquarters will be paid additional hours from the project sponsors budget. The number of hours will be negotiated with the project sponsor on a case by case basis.

## **6. Operational Overtime**

- 6.1 Access to overtime can only occur during operations when flexitime has been suspended.
- 6.2 Region Controllers who are required to work operational overtime will be paid at the normal rate of pay including the 15% loading for the first seven hours, and overtime thereafter, excluding the 15% loading and meal breaks. When flexitime is suspended rest days are deemed to be Saturdays and Sundays.
- 6.3 Part time Region Controllers who are required to work during operations may work full time and be paid additional hours for the period of the operation.
- 6.4 If a Region Controller is required to perform duty as the after hours duty officer the following payments will be applicable:

Weekdays 2/9ths of a day's salary including loading.

Weekends 1/3 rd of a day's salary including loading.

- 6.4.1 Subject to paragraph 6.4.2, the SES may require a Region Controller to work reasonable overtime at overtime rates.
- 6.4.2 A Region Controller may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable.
- 6.4.3 For the purposes of paragraph 6.4.2 what is unreasonable or otherwise will be determined having regard to:
- 6.4.3.1 any risk to Region Controller health and safety;
  - 6.4.3.2 the Region Controller's personal circumstances including any family and carer responsibilities;
  - 6.4.3.3 the needs of the workplace or enterprise;
  - 6.4.3.4 the notice (if any) given by the SES of the overtime and by the Region Controller of his or her intention to refuse it; and
  - 6.4.3.5 any other relevant matter.

## **7. Grievance Procedures**

Grievance procedures will be in accordance with the SES Grievance Policy.

## **8. Dispute Resolution Procedures**

- 8.1 The aim of the Dispute Resolution Procedures is to ensure that, during the life of this Award, industrial disputes or grievances are prevented, or resolved as quickly as possible, at the level closest to the incident (with graduated steps for further attempts at resolution at higher levels within SES, if required).

- 8.2 When a dispute or grievance arises, or is considered likely to arise, the following steps shall be followed:

Stage 1: - The Region Controller(s) should notify the Manager Personnel of the substance of the grievance, dispute or difficulty, request a meeting and, if possible, clearly state their preferred outcome.

A confidential meeting should be held within two working days.

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 Region Controller 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.

Stage 2: - If the matter is not resolved at the second meeting, the Region Controller, or other appropriate officer, may refer the matter to the Director General.

A confidential meeting should be held within two working days.

If the matter is not resolved, all parties involved in the grievance will be provided with a written response explaining the actions to be taken or the reasons for the SES taking no further action.

Stage 3: - If the matter remains unresolved it may be referred to the New South Wales Industrial Relations Commission by the officer (s), the Associations, or the Director General.

- 8.3 At any stage of this process either party may request that the situation be referred to an independent mediator. During any stage of this process members of a registered trade union may request that an Association representative be present.
- 8.4 During the process of resolving a grievance, normal work is to continue except in the case of a dispute involving Work Health and Safety where the safety of staff is jeopardised. If practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any officer, or member of the public.
- 8.5 The Region Controller(s), Association and the SES will be bound by any lawful recommendation, order or determination by the NSW Industrial Relations Commission in relation to the grievance, dispute or difficulty.

## 9. Anti-Discrimination

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti- discrimination legislation;
  - offering or providing junior rates of pay to persons under 21 years of age;



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

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

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.

### 10. Area, Incidence and Duration

- 10.1 The award will apply to all Region Controllers employed in the State Emergency Service.
- 11.1 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 NSW on 28 April 1999 (310 I.G. 359) take effect from 28 March 2012.
- 11.2 Changes made to this award subsequent to it first being published on 29 August 2008 (366 I.G. 569) have been incorporated into this award as part of the review.
- 10.4 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 - Salary Schedule**

Salary of Full Time Region Controllers

Effective from the beginning of the first pay period to commence on or after 1 July 2011

Classification Full Time Region Controllers	Fpp 1.7.11 Per annum \$
1st year of service	91,303
2nd year of service	93,870
3rd year of service	97,702
Thereafter	100,613

C. G. STAFF J.

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Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 128 of 2012)

Before The Honourable Mr Justice Staff

20 March 2012

### **REVIEWED AWARD**

#### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Dictionary
3.	Salaries
4.	Deduction of Union Membership Fees
5.	Allowances
6.	Salary Progression and Maintenance
7.	Teacher Quality
8.	Salary Packaging
9.	Initial Appointments
10.	Teaching in More Than One Location
11.	Deferred Salary Scheme
12.	Compensation for Travel on Department Business
13.	Assessment and Reporting and Quality of Educational Outcomes
14.	Teacher Performance Management
15.	Teaching Hours for Years 11 and 12
16.	Allocation of Duties in High Schools
17.	Teaching Outside Normal School Hours
18.	Alternative Work Organisation
19.	Teachers Appointed to More than One School
20.	Qualifications, Recruitment and Training
21.	Calculation of Service
22.	Temporary Teachers
23.	Casual Teachers
24.	Relief in PP6 or Principal - Environmental Education Centre or Hospital School Grade
25.	Training and Development
26.	Multi-skilling
27.	Duties as Directed
28.	School Certificate Tests Supervision
29.	Other Part Time Rates of Pay
30.	Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions
31.	Teachers in Residential Agricultural High Schools - Special Conditions
32.	Dispute Resolution Procedures
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- 36. Leave Reserved
- 37. Saturday School of Community Languages
- 38. Area, Incidence and Duration

#### SCHEDULES

- Schedule 1- Common Incremental Salary Scale
- Schedule 2 - Allowances
- Schedule 3 - Locality Allowances
- Schedule 4 - Salaries - Promotion Classifications in the Teaching Service
- Schedule 5 - Rates of Pay - Casual Teachers
- Schedule 6 - Other Part time Rates of Pay
- Schedule 7 - Excess Travel and Compensation for Travel on Official Business
- Schedule 8 - Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers
- Schedule 9 - Special Conditions Covering Teachers at Residential Agricultural High Schools
- Schedule 10 - Saturday School of Community Languages

#### 2. Dictionary

- 2.1 "Aboriginal Student Liaison Officer" means a person or teacher who has been temporarily appointed to the position of Aboriginal student liaison officer.
- 2.2 "Alternate Mode Course" means a course of teacher training other than a course completed by full time study with a higher education institution.
- 2.3 "Alternate Period" means a period taught by a teacher being a period other than a period which the teacher is normally timetabled to teach and where the need for the period to be taught arises from the absence from duty on leave of another teacher.
- 2.4 "Assistant Principal" means a teacher who is appointed as such to assist a principal of a school in the management of the school.
- 2.5 "Casual Teacher" means a teacher engaged on an hourly or daily rate of pay in the Teaching Service.
- 2.6 "Conditionally Trained Teacher (C)" means a teacher whose approval to teach is conditional upon completion of additional educational requirements prescribed by the Director-General.
- 2.7 "Core Hours" means the normal daily hours of operation of a school during which classes are conducted and in a high or central school includes a daily core timetable of eight periods, or the time equivalent.
- 2.8 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.9 "Department" means the Department of Education and Communities.
- 2.10 "Deputy Principal" means a teacher appointed as such who is the deputy to the principal in a school and who acts as substitute in the absence of the principal, and is required to assist generally in the management of the school and, as required, in the special duties of the principal.
- 2.11 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.12 "Director-General" means the Director-General of Education and Communities.

- 2.13 "Distance Education Centre" means a school established to provide full time or part time programs of secondary or primary courses to students who cannot normally attend on a daily basis. Provided that distance education centres can be either stand alone schools or centres attached and integrated into an existing school.
- 2.14 "District" means a group of schools.
- 2.15 "District Guidance Officer" means an officer appointed as such in a school district(s) or a group of schools who is responsible to the Director-General or nominee for the guidance service within the district(s) or group of schools.
- 2.16 "Education Officer" means an officer appointed as such, provided that for appointment the officer shall have an appropriate degree from a higher education institution or other qualifications and experience which the Director-General determines as satisfying requirements.
- 2.17 "Employee" means a person employed in a classification covered by this award by the Director-General or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.
- 2.18 "Environmental Education Centre" means a teaching and learning facility operated by the Department which students attend to participate in educational programs relevant to all primary and secondary key learning areas and/or to receive specific instruction in field work, and which provides support to schools in implementing environmental education.
- 2.19 "Equivalent" when referring to qualifications means those qualifications deemed by the Director-General to be equivalent to specified qualifications.
- 2.20 "Federation" means the New South Wales Teachers Federation.
- 2.21 "Five Year Trained Teacher (5YT)" means a teacher who has obtained a degree and teaching qualifications from a higher education institution which together require a minimum of five years full time study. Any period of training in excess of that normally required to complete such a course shall not be deemed to be a training period for the purposes of any other definition.
- 2.22 "Four Year Trained Teacher (4YT)" means a teacher who has:
- 2.22.1 obtained a degree from a higher education institution and has, in addition, satisfactorily completed a teacher education qualification of at least one year's duration at a higher education institution; or
  - 2.22.2 completed a four year teacher education degree from a higher education institution; or
  - 2.22.3 completed such other course(s) which the Director-General determines as satisfying requirements for classification as a teacher.
- 2.23 "General Secretary" means the General Secretary of the Federation.
- 2.24 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Director-General to be equivalent to such a degree.
- 2.25 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.26 "Head Teacher" means a teacher who is appointed as such in a high school, distance education centre or central school, and is responsible to the principal for the program of work in a designated subject or learning area and the coordination of the work of classes in that area. The head teacher also exercises supervision over and gives advice and direction, when necessary, to other teachers in the subject or learning area in addition to their teaching duties. Provided that head teachers may be appointed with specific designated responsibilities, including:

- 2.26.1 Head teacher (female students) advises female school students and promotes their interests in a high school or a secondary department of a central school where the enrolment of female school students in the school or department exceeds 500.
- 2.26.2 Head teacher (welfare) assists the principal and or deputy principal in the area of student welfare. Head teacher (welfare) includes head teacher (welfare) - residential agricultural high schools.
- 2.26.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.27 "Higher Education Institution" means a university or other tertiary institution recognised by the Director-General which offers degrees, diplomas or teacher education courses.
- 2.28 "Highly Accomplished Teacher" means a person or officer employed temporarily by the Department pursuant to the provisions of the Teaching Services Act, 1980 under the period of the National Partnerships on Improving Teacher Quality and Low Socio Economic Status School Communities.
- 2.29 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.30 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act 1996*.
- 2.31 "In Lieu of Duties" means duties undertaken by a teacher for a teacher absent from the classroom on duty elsewhere or performing other duties when that teacher is relieved of part of their regular face to face teaching load through variations in school organisation.
- 2.32 "Officer" means and includes all persons permanently employed in the Teaching Service under the provisions of the Teaching Service Act and who, on the date of commencement of the award, were occupying one of the positions covered by the award or who, after that date, are appointed to one of these positions.
- 2.33 "Parties" means the Department and the Federation.
- 2.34 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.35 "Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school and all departments in a school. A principal does not include a teacher in charge of a school.
- 2.36 "Residential Agricultural High School" means a school classified as such by the Director-General.
- 2.37 "School" means a Department school or other centre, where instruction is provided by the Department, excluding an institute and including any place designated as part of, or as an annex to, such school.
- 2.38 "School Counsellor" means a teacher with an equivalent of four years training and a major in psychology who has responsibility for providing schools with advice and support in matters relating to student academic and personal development, welfare and discipline and provides psychological and other testing as required.
- 2.39 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Director-General and are established under the Education Act 1990 to provide education for students with disabilities as listed in subclause 2.48.
- 2.40 "Senior Assistant" means a two or three year trained teacher who has been classified as a senior assistant on or before 1 January 1973 and who is employed in a school providing secondary education.
- 2.41 "Service" means continuous service, unless otherwise specified in the award.

- 2.42 "Supervisor of Female Students" means a female teacher appointed as such to advise female students and to promote their interests in a high school or secondary department of a central school where the school or department does not qualify for the appointment of a head teacher (female students).
- 2.43 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position under the provisions of the *Teaching Service Act 1980* and appointed to a school. Unless otherwise specified in the award, a teacher shall include a school teacher in training.
- 2.44 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Director-General where a principal is not appointed.
- 2.45 "Teacher in Charge of Residential Supervision of Agricultural High Schools" means a teacher selected by the principal to be responsible for the supervision and administration of additional duties relating to school student residence in residential agricultural high schools.
- 2.46 "Teacher in Training (Schools)" means a graduate recruited to train as a teacher through an alternate mode course.
- 2.47 "Teachers of Students with Disabilities" means school teachers appointed to schools for specific purposes, or support classes in primary or high schools established to provide education for students with disabilities and including appointments as itinerant support teacher, as follows:
- 2.47.1 students with: mild intellectual disabilities (IM); moderate intellectual disabilities (IO); severe intellectual disabilities (IS); behaviour disorders (BD); emotional disabilities (ED); hearing impairments (H); language disabilities (L); physical disabilities (P); severe reading (R), vision impairments (V); and
- 2.47.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.48 "Teaching Service Act" means the *Teaching Service Act 1980*.
- 2.49 "TAFE" means the New South Wales Technical and Further Education Commission.
- 2.50 "Temporary Teacher" means a person employed in one engagement full time for four weeks or more or in one engagement for one to four days per week for two terms or more.
- 2.51 "Temporary Employee" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis under the *Teaching Service Act 1980*.
- 2.52 "Trained Teacher" means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the Director-General determines as satisfying requirements for classification as a teacher.
- 2.53 "Two Year Trained Teacher (2YT) or Three Year Trained Teacher (3YT)" means a teacher who has satisfactorily completed a prescribed course of teacher education of two or three years duration respectively at a higher education institution, or such other course or courses which the Director-General determines as satisfying requirements for classification as a school teacher.
- 2.54 "Year Adviser" means a teacher appointed to assist Year 7-12 students in every high school or every central school which has a secondary department.
- 2.55 "Year 12 Relieving Period" means a relieving period required to be undertaken by a teacher when that school teacher has been relieved of their timetabled Year 12 face to face teaching duties after Year 12 students leave school to sit for the Higher School Certificate Examination in Term 4 of each year.

### 3. Salaries

- 3.1 Salaries and rates of pay shall be paid in accordance with this clause and Schedules 1, 4, 5, 6 and 10 and will be increased by 2.5% from the first pay period commencing on or after 1 January 2012.
- 3.2 Allowances under this award will be increased by 2.5% from the first pay period commencing on or after 1 January 2012.
- 3.3 Subject to the provisions of the *Teaching Service Act* 1980 and the regulations made thereunder and to satisfy the conditions prescribed by this award, the salaries of the following officers and temporary employees are set out in Schedules 1, 4, 5 and 6.

Classification	Schedule
Teachers, education officers, home school liaison officers, Aboriginal student liaison officers, counsellors	Schedule 1
Promotion classifications in schools and non school based Teaching Service classifications salary scales.	Schedule 4

- 3.4 Except as otherwise provided under the Department's salary packaging scheme as set out in clause 8, Salary Packaging, employees in Schedules 1, 4, 5 and 6 must be paid at an annual salary level not less than that for the appropriate classification.
- 3.5 Minimum salaries on commencement of employment and maximum salaries under the common incremental salary scale in Schedule 1 are set out in the table below:

Classification	Minimum starting salary (new step)	Maximum salary (new step)
2YT school teachers	Step 2	Step 13
3YT school teachers	Step 3	Step 13
4YT school teachers	Step 5	Step 13
5YT school teachers	Step 6	Step 13
C2YT school teachers	Step 2	Step 6
C3YT school teachers	Step 3	Step 6
C4YT school teachers	Step 5	Step 9
C5YT school teachers	Step 6	Step 9
Education officers and Aboriginal student liaison officers:		
Non graduates	Step 3	Step 13
Graduates without teacher training	Step 4	Step 13
Graduates with teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13
Teachers in training	Step 1	Step 1

NOTE: Conditionally trained teachers (C) remain on first step of the appropriate incremental scale for the first two years of service, before progressing to the appropriate maximum step by annual increments.

- 3.6 Subject to clause 6, Salary Progression and Maintenance, clause 21, Calculation of Service officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1.
- 3.7 Two and three year trained school teachers may vary their incremental date and rate of progression if they satisfy conditions contained in subclauses 3.8, 3.9, 3.10 and 3.11 of this clause.
- 3.8 A two year trained teacher who successfully completes studies which satisfy requirements for a three year teacher education degree or diploma shall progress to that step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a three year trained teacher. Subject to clause 6, Salary Progression and Maintenance, these teachers shall then

progress along the common incremental salary scale on the anniversary of the first day of the month following the successful completion of the required study.

3.9 A two year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall be paid a double increment with retention of normal incremental date. On reaching Step 9 of the common incremental salary scale, such a teacher shall be deemed a three year trained teacher and, subject to clause 6, Salary Progression and Maintenance may progress by annual increments to the top step of the common incremental salary scale.

3.10 A three year trained teacher who successfully completes one year of full time recognised degree level study or its equivalent shall progress one increment on the common incremental salary scale, effective from the first day of the month following the successful completion of the required study.

3.11 A three year trained teacher who completes:

3.11.1 a graduate diploma of at least one year of full time study or its part time equivalent; or

3.11.2 part of a degree course or an equivalent course of study as determined by the Director-General which results in the teacher having attained an academic standard equivalent to that of a four year trained teacher,

shall progress to the step on the common incremental salary scale that the teacher could have achieved had the teacher entered the Teaching Service as a four year trained teacher. The salary progression shall be effective from the first day of the month following the successful completion of the required study.

3.12 In relation to promotions classifications in schools, the following shall apply:

3.12.1 The position of principal in a primary school shall be classified as follows:

Classification of Principal	Student Enrolments
PP6	1 - 25
PP5	26 - 159
PP4	160 - 300
PP3	301 - 450
PP2	451 - 700
PP1	701+

3.12.2 Principals shall only be appointed to hospital schools when specifically approved by the Director-General.

3.12.3 Promotions positions in schools for specific purposes shall receive the same salary as applicable to similar positions in primary schools. Provided that, in determining the principal's salary, the school student enrolment numbers shall be notionally determined by multiplying the permanent full time teaching staff by 30. Teaching staff for this purpose does not include employees, including the principal, who are not required to undertake face to face teaching duties.

3.12.4 The salary payable to principals of stand alone distance education centres shall be equivalent to those paid to principals of primary schools. Provided that to determine the student enrolment numbers for the purpose of determining the classification of a principal of a stand alone distance education centre, the actual number of each category of student shall be multiplied by the following factors to determine notional student numbers:

Category of Student	Factor
Primary students	2.14
Secondary students - integrated	2.46
Secondary students - stand alone	1.8



Students at the Open High School, each unit of study per student	6 x 1.89
Pre-school students	1.38
Students with disabilities	2.7

3.12.5 The position of principal in a central school shall be classified as follows:

Classification of Principal	Student Enrolments
PC4	26 - 159
PC3	160 - 300
PC2	301 - 450
PC1	451+

3.12.6 The position of principal in a high school shall be classified as follows:

Classification of Principal	Student Enrolments
PH2	1 - 900
PH1	More than 900

3.13 Where the actual enrolment used to determine the classification of a principal's position in subclause 3.14 either increases or decreases so that the principal's position would be reclassified, then the variation in the principal's classification shall not be effected until the enrolment is such that it has fallen within the new student enrolment band for a period of two consecutive years.

#### **4. Deduction of Union Membership Fees**

- 4.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 4.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 4.3 Subject to 4.1 and 4.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 4.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 4.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 4.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

#### **5. Allowances**

- 5.1 Allowances shall be paid in accordance with this clause and Schedules 2 and 3. Allowances in terms of Schedule 2 shall be paid to officers and or temporary employees in the circumstances set out in subclauses 5.2 to 5.7 inclusive.
- 5.2 In lieu of evening work, weekend work, travel time (where applicable) and all additional duties and responsibilities involved to:
- 5.2.1 Home school liaison officers and Aboriginal student liaison officers.

- 5.2.2 Teachers in charge
- 5.2.3 Year advisers.
- 5.2.4 Teachers required by the Director-General to have a Health Education Certificate.
- 5.2.5 Teachers other than the principal appointed to teach classes of students with disabilities.
- 5.2.6 Principals of schools designated by the Director-General as schools for specific purposes.
- 5.2.7 The Principal of Stewart House.
- 5.2.8 The Assistant Principal of Stewart House.
- 5.2.9 The deputy principal (primary) or assistant principal of a central school.
- 5.3 In demonstration schools to:
  - 5.3.1 principals -
    - class PP1;
    - class PP2;
  - 5.3.2 other promotions positions; and
  - 5.3.3 trained teachers.
- 5.4 In schools where there is a requirement for demonstration lessons to be taken to:
  - 5.4.1 teachers, for each demonstration lesson in excess of two in any term actually given by them; and
  - 5.4.2 teachers at any other school at which demonstration lessons are given in respect of authorised demonstration lessons for:
    - each half hour lesson; or
    - each 40 minute lesson involving secondary students.
  - 5.4.3 provided that payments made to teachers under paragraphs 5.4.1 and 5.4.2 of this subclause are subject to a maximum per annum payment; and for the purpose of this subclause a demonstration lesson shall mean a lesson authorised by or on behalf of a university given to student teachers, or a lesson given to another group approved by the Director-General.
- 5.5 In residential agricultural high schools to:
  - 5.5.1 teachers rostered for out of normal hours student supervision;
  - 5.5.2 head teacher (welfare) for residential supervision;
  - 5.5.3 a teacher appointed to be in charge of residential supervision;
  - 5.5.4 principals for on call and special responsibilities; and
  - 5.5.5 deputy principals for on call and special responsibilities.
- 5.6 To supervisors of female students:
  - 5.6.1 Where the average attendance of female students does not exceed 200;

- 5.6.2 Where the average attendance of female students exceeds 200 but does not exceed 400;
- 5.6.3 Where the average attendance of female students exceeds 400.
- 5.7 Education officers who have been on top of their appropriate salary scale for a period of twelve months and have demonstrated to the satisfaction of the Director-General by the work performed and results achieved, the aptitude, abilities and qualities warranting such payment shall receive an additional payment as set out in Schedule 2 and, after a further twelve months, an additional allowance of the same amount.
- 5.8 Locality and related allowances shall be paid as set out in Schedule 3.

### **6. Salary Progression and Maintenance**

- 6.1 An officer shall be entitled to progress along or be maintained on the common incremental salary scale or the salary level for a promotions position after each 12 months of service subject to the officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth. Salary progression may also occur in accordance with the provisions of subclauses 3.7, 3.8, 3.9, 3.10 and 3.11 of clause 3, Salaries.
- 6.2 A temporary teacher shall be entitled to progress along or be maintained on the common incremental salary scale subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.3 A temporary teacher relieving in a PP6 or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in PP6 or Principal - Environmental Education Centre or Hospital School or Grade 1 Grade One Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

### **7. Teacher Quality**

- 7.1 To provide feedback on an officer or temporary employee's performance each officer or temporary employee's principal, supervisor or nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal implemented from the beginning of term four, 2000 for school teachers and in 2005 for non school based teaching service staff continues in force as follows:
- 7.1.1 The officer or temporary employee's principal, supervisor or nominee shall be responsible for annually reviewing the performance and development of the officer or temporary employee undertaking their work.
- 7.1.2 For teachers in schools (including temporary teachers) this annual review shall be supported by:
- (i) conferences between the school teacher and the principal, or nominee;
  - (ii) observations of educational programs;
  - (iii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate;
- 7.1.3 In implementing the annual review the principal (or nominee) shall take into account the following:
- (i) the level of experience of the teacher (so that less experienced teachers are given greater attention); and
  - (ii) the particular circumstances of the school.
- 7.1.4 For non school based teaching service staff (including temporary staff) this annual review shall be supported by:

- (i) conferences between the non school based teaching service officer and the regional director, state office director or school education director (or nominee);
  - (ii) observations of work programs;
  - (iii) review of documentation, as appropriate.
- 7.1.5 In implementing the annual review the regional director, state office director or school education director (or nominee) will take into account the following:
- (i) the level of experience of the non school based teaching service officer (so that less experienced officers are given greater attention); and
  - (ii) the particular circumstances of the workplace.
- 7.1.6 The annual review for teachers shall be reported by way of the teacher assessment review schedule implemented under the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 29 May 2009 (368 I.G.73).
- 7.1.7 The annual review for non school based teaching service staff shall be reported by way of the teacher assessment and review schedule contained in the Department's Memorandum DN/11/00040, Non School Based Education Teaching Service Officer Assessment and Review Schedule.
- 7.1.8 An Executive Assessment and Review Schedule will be established to provide for the annual assessment and review of deputy principals, assistant principals and head teachers for implementation in 2009.
- 7.1.9 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the award relevant to annual review of teacher performance.

## **8. Salary Packaging**

- 8.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1, 4, 5 and 6 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 8.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- 8.3 Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 8.4 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 8.5 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 8.5.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
  - 8.5.2 any administrative fees.

8.6 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

8.6.1 Superannuation Guarantee Contributions;

8.6.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

8.6.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

### **9. Initial Appointments**

9.1 The initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on completion of a satisfactory annual review pursuant to clause 6, Salary Progression and Maintenance and in the case of teachers, upon satisfactory completion of teacher training requirements.

9.2 All initial appointments shall be on the basis of merit.

### **10. Teaching in More Than One Location**

10.1 Teachers may be programmed to teach in more than one location including TAFE.

10.1.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall be taken into account.

10.1.2 A teacher who is appointed to a school and is programmed to teach in more than one school or at TAFE shall be entitled to the travel compensation provisions at Part B of Schedule 7, Excess Travel and Compensation for Travel on Official Business.

10.1.3 If, by agreement, teachers teach after 5.30pm in a TAFE location they shall receive the monetary equivalent of the time credit provided for TAFE teachers, that is payment at a rate of 1.25 times the hourly rate for the teacher so engaged. The formula for calculating the hourly rate of the teacher shall be:

$$\frac{\text{Annual Salary}}{\quad} \times \frac{5}{260.8929} \times \frac{1}{30}$$

### **11. Deferred Salary Scheme**

11.1 Officers may seek to join the Department's deferred salary scheme.

11.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.

11.3 The deferred salary scheme does not apply to temporary teachers.

### **12. Compensation for Travel on Department Business**

12.1 Where an employee is required and authorised to travel on Department business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 7 - Excess Travel and Compensation for Travel on Official Business.

**13. Assessment and Reporting and Quality of Educational Outcomes**

- 13.1 The following shall be implemented:
- 13.1.1 the Basic Skills Tests;
  - 13.1.2 English Literacy and Language Assessment tests;
  - 13.1.3 annual school reports and associated school self-evaluation and improvement programs;
  - 13.1.4 school development policy;
  - 13.1.5 the School Certificate and the Higher School Certificate;
  - 13.1.6 Secondary Numeracy Assessment Program; and
  - 13.1.7 Computing Skills Assessment Years 6 and 10.
- 13.2 These shall be subject to the protocols agreed to in 1997 in relation to Annual School Self-Evaluation, Annual School Reporting and external test data (contained in Matter No. IRC 3925/97 as tabled in the Industrial Relations Commission).
- 13.3 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement of the award, relevant to annual school reports, school self-evaluation committees and school reviews.

**14. Teacher Performance Management**

- 14.1 The revised Teacher Improvement Program procedures will be implemented.

**15. Teaching Hours for Years 11 and 12**

- 15.1 The purpose of this clause is to increase the delivery of Vocational Education and Training in schools and to enhance the curriculum opportunities available for post compulsory secondary students arising from the new Higher School Certificate.
- 15.2 A secondary school shall have core hours sufficient to operate an eight by 40 minute period timetable per day (or its equivalent).
- 15.3 A principal shall arrange for timetabling of classes for the year (or other period over which a school's timetable may apply) to maximise the extent to which the curriculum preferences of Year 11 and 12 students can be satisfied to meet the purpose expressed in subclause 15.1 above.
- 15.4 In addition to the core hours a principal may timetable classes for Years 11 and 12 outside core timetable hours between 7.30am and 5.30pm Monday to Friday, where not to do so would unnecessarily restrict Year 11 and 12 student course choice, provided that:
- 15.4.1 the principal has consulted with the school community; and
  - 15.4.2 has taken into account the issues of course access for Year 11 and 12 students, parental concerns and practical matters relating to the operation of classes at such times.
- 15.5 A teacher shall not unreasonably refuse to teach classes at this time.
- 15.6 Provided that the overall hours of duty of the school teacher shall not be exceeded, a teacher timetabled in accordance with this clause and working beyond the core timetable hours shall be entitled to an equivalent period of core timetabled time off during the week for the time beyond the core time so taught. Wherever possible, the time off should be at the beginning or end of the core hours of the school day.

15.7 A teacher shall not be required to be timetabled both before and after the core hours on any given day.

### 16. Allocation of Duties in High Schools

16.1 Teachers (other than teachers in training), head teachers and deputy principals in high schools may be required to teach the following periods (or their time equivalent):

Classification	Teaching periods per week	Periods per week, as determined by the principal, for sport (refer to subclause 16.6)
Teachers in High Schools	28	up to 3
Head Teachers in High Schools	22	up to 3
Deputy Principals in High Schools	14	up to 3

16.2 A principal may require a teacher (other than a teacher in training), head teacher or deputy principal in high schools to relieve an absent colleague by working the following alternate periods as defined in clause 2.3:

Classification	Additional Alternate Periods per term
Teachers in High Schools	Up to 6
Head Teachers in High Schools	Up to 5
Deputy Principals in High Schools	Up to 3

16.3 Provided that such alternate periods shall be allocated:

16.3.1 with due regard to the non teaching duties required to be performed by the teacher, head teacher or deputy principal; and

16.3.2 as far as possible to a teacher, head teacher or deputy principal in the same faculty as that of the absent teacher.

16.4 Nothing in subclauses 16.1 to 16.3 shall preclude a teacher from working school generated or other alternate periods on a voluntary basis where the exigencies of the work and the welfare of the students so require.

16.5 Teachers may, at the discretion of the principal, be required to take "in lieu of" classes as defined in subclause 2.30.

16.6 In lieu of requiring a teacher to supervise sporting activity in accordance with subclause 16.1 of this clause, a principal of a school, with the agreement of the teacher or teachers concerned, may make provision for that teacher or teachers to undertake two periods of alternate face to face teaching duties during weekdays or to undertake sports supervision on weekends.

16.7 A principal may require all teachers with Year 12 classes to take, from the time Year 12 students leave to sit for their Higher School Certificate examinations in Term 4 of each year, up to 50 per cent of their timetable load of Year 12 classes as Year 12 relieving periods. So far as possible, periods shall be allocated to a teacher in the same faculty as that of the absent teacher.

### 17. Teaching Outside Normal School Hours

17.1 A principal, with the agreement of the teacher or teachers concerned, may make provision for timetabling of certain classes other than Years 11 and 12 classes beyond the core hours of operation of a school and for teachers to work within those extended hours. Provided that the overall hours of duty of the teacher shall not be exceeded.

17.2 A teacher commencing or finishing duty before or after the required attendance for the core hours at the school, shall be entitled to an equivalent period of time off during the week. Wherever possible, the

time allocated in lieu of extended duty should be at the beginning or end of the core hours of the school day.

### **18. Alternative Work Organisation**

- 18.1 Except as provided in clause 10, Teaching in More Than One Location; clause 15, Teaching Hours for Years 11 and 12; or clause 17, Teaching Outside Normal School Hours:
- 18.2 The parties agree to provide options which facilitate alternative work organisations in schools.
- 18.3 Teaching staff in a school or other workplace may seek to vary its organisation in order to improve students' learning conditions and or to improve teachers' working conditions, provided that:
- 18.3.1 the proposal can be implemented within the school's or workplace's current staffing entitlement;
- 18.3.2 the proposal has the concurrence of the principal (or other responsible officer) and the majority of the staff;
- 18.3.3 the teachers directly affected by the proposal concur;
- 18.3.4 consultation with staff, parents, students and relevant community groups is undertaken where appropriate;
- 18.3.5 consideration is given to equity and gender and family issues involved in the proposal;
- 18.3.6 proposed variations in work arrangements are in writing and approved by the Director-General or nominee and Federation organiser or state office director and senior officer of the Federation, prior to implementation;
- 18.3.7 if either party believes that the proposed variation in work organisation is in conflict with the provisions of the award, then the proposal shall be forwarded to the Alternative Work Organisation Committee, consisting of two senior officers of the Department and of the Federation, or nominees, to review the proposals developed;
- 18.3.8 where the Alternative Work Organisation Committee considers a proposed variation in work arrangements which complies with 18.3.1 to 18.3.6 above conflicts with the provisions of the award the parties may apply to the Industrial Relations Commission to vary the award by consent; and
- 18.3.9 the parties agree to continue to trial and review pilots on work organisation in schools arising from proposals under the National Schools Network.

### **19. Teachers Appointed to More Than One School**

- 19.1 Where in any school a teacher cannot be, or has not been, allocated a complete teaching load the teacher may be appointed to teach in more than one school. Such teachers include teacher librarians and teachers of English as a second language.
- 19.2 A teacher appointed to two or more schools shall be entitled to the travel compensation and excess travel provisions of Part A of Schedule 7, Excess Travel and Compensation for Travel on Official Business.

### **20. Qualifications, Recruitment and Training**

- 20.1 The minimum academic qualifications, vocational experience and or industrial experience and teacher training requirement for appointment as a teacher or other officer shall be determined by the Director-General.
- 20.2 The Director-General shall determine the procedures and mode of appointment for the recruitment of teachers from persons with an appropriate mix of academic qualifications, teacher training and or



industry/vocational experience during or prior to the completion of appropriate academic qualifications or teacher training.

### **21. Calculation of Service**

- 21.1 In calculating the years of service for the purposes of this award, the following shall not be taken into account:
- 21.1.1 any time period during which an employee is not eligible to progress by reason of failure to satisfy any condition attaching to salary progression under this award;
  - 21.1.2 any leave of absence without pay exceeding five days in any year of service;
  - 21.1.3 any time period necessary to give full effect to a reduction in salary imposed by the Director-General under the provisions of the Teaching Service Act 1980.

### **22. Temporary Teachers**

- 22.1 From January 2001, temporary teachers were entitled to pro rata salary and conditions of permanent teachers, other than the provisions at clause 11, Deferred Salary Scheme.
- 22.2 The Department will maintain the following practice: when a teacher has occupied a single substantive part time position for more than two years and it is expected that the position will continue, the teacher may apply for conversion to permanent part time status in that position.
- 22.3 The Department will seek to maximise the filling of vacancies in schools by the appointment of permanent teachers, including permanent part time teachers, where reasonably practical.
- 22.4 Subject to the provisions of clause 21, Calculation of Service and the temporary teacher demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth, a temporary teacher shall be entitled to be maintained on the salary level for a promotions position or to progress to the next step of the common incremental salary scale in Schedule 1 following the completion of:
- 22.4.1 203 days of service as a temporary teacher irrespective of breaks in that service; or
  - 22.4.2 an appointment, full time, for a full school year.

### **23. Casual Teachers**

- 23.1 The rates of pay for casual teachers are set out in Schedule 5, Table 1 and Table 2.
- 23.2 The daily hours of engagement for a casual teacher, which shall be worked continuously, shall be six and one half hours per day, including a 30 minute break during those hours.
- 23.3 The minimum daily engagement for casual teachers shall be two hours.
- 23.4 Where a casual teacher relieves a teacher who has been timetabled to teach as provided in clause 15, Teaching Hours for Years 11 and 12, then the provisions of subclause 15.6 and 15.7 of that clause shall apply to the casual teacher provided that the time off can be taken either at the beginning or end of the six and one half hour period of daily engagement of the casual teacher.
- 23.5 Where a casual teacher reports to a school for duty on any day on the basis of a request by an authorised officer and is then advised that their services are not required, the casual teacher shall be entitled to receive payment for one half of one day's pay at the appropriate rate in Schedule 5, Table 1 and Table 2.
- 23.6 The rates of pay of casual teachers are loaded by 5 per cent to be inclusive of the following incidents of employment: sick leave, family and community service leave, special leave and leave loading. Entitlements under the *Long Service Leave Act 1955* and Determination 5 of 2006, Casual School

Teachers Adoption, Bereavement, Maternity, Parental and Personal Carer's Entitlements or its successor, are not affected.

- 23.7 On completing 203 days of casual teacher service, irrespective of breaks in that service, a casual teacher shall progress to the next daily rate of pay pursuant to their classification contained in Schedule 5, Table 1 and Table 2.

#### **24. Relief in Pp6 Or Principal - Environmental Education Centre Or Hospital School Grade 1**

- 24.1 Where the qualification period for the payment of higher duties is satisfied:
- 24.1.1 a casual teacher relieving in a PP6 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 in excess of ten days shall be paid the daily rate equivalent as set out in Schedule 5, Table 3; and
- 24.1.2 a temporary teacher relieving in a PP6 position or as a Principal - Environmental Education Centre or Hospital School Grade 1 shall be paid the salary of the position on a pro rata basis.
- 24.2 Where a PP6 position or a position as a Principal - Environmental Education Centre or Hospital School Grade 1 has been advertised and there are no available officers in the Teaching Service who apply for the position, then a casual teacher or a temporary teacher who meets the merit selection criteria may be appointed to the PP6 or Principal - Environmental Education Centre or Hospital School Grade 1 on a temporary basis for the remainder of the year.

#### **25. Training and Development**

- 25.1 The Director-General shall schedule each year two days during school time for the purpose of system and school training and development.
- 25.2 The Director-General shall approve additional periods during school time for training and development of staff in some system priorities.
- 25.3 The Director-General shall also provide a program of training and development opportunities for staff outside of school hours.

#### **26. Multi Skilling**

- 26.1 Subject to appropriate qualifications, training and taking into account a teacher's long term career path opportunities, the Director-General may make provisions for teachers to extend or vary classifications on a temporary or permanent basis for:
- 26.1.1 primary teachers to teach Years 7 and 8 and secondary teachers to teach Years 5 and 6 classes;
- 26.1.2 secondary teachers to teach across subject areas in high schools; and
- 26.1.3 secondary or primary teachers to teach in subject areas covered by their qualifications, notwithstanding faculty organisations.
- 26.2 The Director-General shall:
- 26.2.1 identify such other long term and short term priority areas for multi skilling to meet the needs of the Department; and
- 26.2.2 designate any appropriate qualifications and training or course accreditation requirements.

- 26.3 To retrain teachers for identified priority areas, the Director-General shall establish appropriate retraining courses of appropriate content and duration.

### **27. Duties as Directed**

- 27.1 The Director-General or delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote deskilling.
- 27.2 The Director-General may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 27.3 Any directions issued by the Director-General pursuant to subclauses 27.1 and 27.2 shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

### **28. School Certificate Tests Supervision**

- 28.1 The parties agree that secondary teachers may decide to provide the additional examination supervision of the School Certificate tests or for the school to employ outside personnel to provide the additional examination supervision. Additional examination supervision is defined as supervisory requirements over and above entitlements provided by the Board of Studies.
- 28.2 Schools conducting School Certificate tests shall receive the funding required for the payment of additional examination supervisors of the tests based on the rates of pay and number of additional examination supervisors required as promulgated by the Office of the Board of Studies.
- 28.3 Teaching staff in those schools can choose at a meeting convened by the principal and Federation representative whether the school wishes to employ outside personnel as additional examination supervisors of the tests or whether teaching staff might provide the additional supervision of the tests.
- 28.4 In the event that teaching staff decide to undertake the additional supervision of the tests, the funding provided for the additional supervision of the tests will be retained for use by the school for educational purposes as determined at the meeting(s) in subclause 28.3 of this clause.

### **29. Other Part Time Rates of Pay**

- 29.1 Part time rates of pay in schools shall be paid in terms of Schedule 6.

### **30. Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions**

- 30.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 8.

### **31. Teachers in Residential Agricultural High Schools - Special Conditions**

- 31.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 9.

### **32. Dispute Resolution Procedures**

- 32.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
- 32.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate principal or supervisor as soon as practicable.

- 32.1.2 The principal or supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 32.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer of the Department, either the School Education Director or at the regional level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 32.1.4 Where the procedures in paragraph 32.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Director-General Workforce Management and Systems Improvement of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 32.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

### 33. No Further Claims

- 33.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2011, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this award subject to the following:
- 33.1.1 Either party may make claims with respect to the matters prescribed in clause 36 Leave Reserved and may seek to have those matters arbitrated by the Industrial Relations Commission.

### 34. Anti-Discrimination

- 34.1 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.
- 34.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 32, 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 shall 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.
- 34.3 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.
- 34.4 Nothing in this clause is to be taken to affect:
- 34.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 34.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 34.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act* 1977; and
- 34.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

- 34.5 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.

### **35. Occupational Health & Safety**

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

35.1.1 A "labour hire business" is a businesses (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

35.1.2 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.

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

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

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

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

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

- 35.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

### **36. Leave Reserved**

- 36.1 Either party may make application to the Industrial Relations Commission during the nominal term of the award with respect to:

36.1.1 implementing changes to reward high quality teaching; and

36.1.2 vary clause 13, Assessment and Reporting and Quality of Educational Outcomes to address matters arising from the Federal Government's national testing agenda.

### **37. Saturday School of Community Languages**

- 37.1 The conditions of employment and rates of pay for employees (that term is defined in clause 2.10 of Schedule 10) at the Saturday School of Community Languages as ministerial employees in the public sector are exclusively as provided for in Schedule 10 to this award.

- 37.2 Such employment under Schedule 10 of this award is separate from any employment addressed elsewhere in this award under the *Teaching Service Act 1980* or the *Public Sector Employment and Management Act 2002*.

### 38. Area, Incidence and Duration

- 38.1 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 26 February 2010 ( 369 I.G. 1342) and all variations thereof.
- 38.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 March 2012.
- 38.3 This award remains in force until varied or rescinded, the period for which it was made having already expired.

## SCHEDULE 1

### Common Incremental Salary Scale

The following salary scale applies to: teachers; education officers; home school liaison officers; Aboriginal student liaison officers and counsellors.

	Per annum \$
Current salary steps	Salary from the first pay period to commence on or after 1.1.2012
Increase	2.5%
Step 13	86,878
Step 12	79,260
Step 11	76,254
Step 10	73,256
Step 9	70,254
Step 8	67,254
Step 7	64,251
Step 6	61,246
Step 5	58,250
Step 4	55,248
Step 3	52,527
Step 2	49,244
Step 1	45,180

## SCHEDULE 2

### Allowances

Schools	Rates from the first pay period to commence on or after 1.1.2012
Increase	2.5%
Home School Liaison Officer and Aboriginal Student Liaison Officer	2,551
Teacher in Charge	3,951
Year Adviser	3,504
Teachers with Health Education Certificate	1,261

Teachers other than the principal of classes of students with disabilities	2,240
Principals, schools for specific purposes	2,919
Principal of Stewart House	14,886
Assistant Principal of Stewart House	9,859
In a central school - DP (Primary), AP	1,775
Demonstration Schools:	
Principal	
Class PP1	2,577
Class PP2	2,287
Other promotion positions	2,003
Trained Teacher	1,626
Demonstration lessons:	
Teachers in schools required to take demonstration lessons: per lesson	45.85
In other schools: per half hour lesson	55.45
per 40 min. lesson	73.90
Maximum per annum	4,175
Residential Agricultural High Schools:	
Rostered supervision teachers	9,859
Head Teacher (Welfare) residential supervision allowance	1,643
Teacher in charge of residential supervision allowance	1,688
Principal on call and special responsibility allowance	14,886
Deputy Principal on call and special responsibility allowance	13,450
Supervisor of female students	
Up to 200 students	1,758
201-400 students	2,829
More than 400 students	3,504
Education Officers:	
Non Graduate	
Year 2	4,526
Year 1	4,526
Graduate	
Year 2	3,535
Year 1	3,535

### SCHEDULE 3

#### Locality Allowances

#### 1. Definitions

##### 1.1 For the purposes of this schedule:

- 1.1.1 "Dependent child" means, unless otherwise defined in the award, a child of which a teacher is a parent and who is resident with and wholly maintained by such teacher and either is under the

age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.

- 1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a teacher for their financial support, being either the teacher's spouse or a person whom the Director-General is satisfied is cohabiting otherwise than in marriage with the teacher in a permanent de facto and bona fide domestic relationship.
- 1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.
- 1.1.4 "Married couple" means and shall include a teacher and their spouse or a person whom the Director-General is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.
- 1.1.5 "Practitioner" means a legally qualified and lawfully practising medical practitioner or, as appropriate, a legally qualified and lawfully practising dentist and includes a duly qualified and lawfully practising physiotherapist to whom a teacher or a dependent spouse, partner or child of a teacher has been referred for treatment by a legally qualified medical practitioner.
- 1.1.6 "Reimbursable expenses" means, for the purposes of Part E of this schedule:
- (i) Actual travel costs in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance reasonably incurred in transporting a teacher and or a dependent partner and or dependent child of a teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.
  - (ii) Travel charges in excess of the amounts specified in subparagraph (iv) of this paragraph in any one instance made by a duly qualified practitioner reasonably summoned to a teacher or a dependent partner or dependent child of a teacher at or near the place of residence of the teacher.
  - (iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a teacher or a dependent partner or dependent child of a teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.
  - (iv) For the purposes of subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

From the first pay period to commence on or after 1.1.2012
\$
31

- 1.1.7 "School" shall include any school, branch, annex, centre or other establishment to which a teacher is appointed.
- 1.1.8 "Single teacher" means and shall include a widow, widower, divorcee or teacher living separately and apart from their spouse.
- 1.1.9 "Travel costs" means, for the purposes of Part E of this schedule, the actual return transport costs payable in respect of the means of conveyance most appropriate to the circumstances and, in relation to a motor vehicle owned by a teacher or a dependent partner of a teacher, an amount calculated for the total distance travelled at the casual rate determined from time to time by the Director-General; provided, however, that transport costs shall not in any circumstances exceed a sum which would be applicable to any return trip over a distance greater than that to and from the place of residence of the relevant teacher and the GPO at Sydney.



1.1.10 "Teacher" for the purpose of this schedule means a permanent or temporary employee covered by this award.

## 2. Part A - Allowances - Climatic Disability

- 2.1 Subject to clause 7 of this schedule, a teacher appointed to a school located in the Western Division of New South Wales upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence by straight lines passing through the following towns or localities in the order stated, viz., Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, shall be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.2 Subject to clause 7 of this schedule, a teacher appointed to a school within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, shall be paid an allowance at the rates prescribed in subclause 2.4 below.
- 2.3 The allowances prescribed in subclauses 2.1 and 2.2 of this Part may be extended, excluded or otherwise varied by the Director-General to take into account any special circumstances.
- 2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause No.	Climatic Allowances	Rates From the first pay period to commence on or after 1.1.2012 Per annum \$
Increase		2.5%
2.1	Teacher without dependent partner	1,203
	Teacher with dependent partner	1,423
2.2	Teacher without dependent partner	609
	Teacher with dependent partner*	812

\* The dependent partner rate is one third greater than the rate for a teacher without a dependent partner.

## 3. Part B - Allowances - Isolation from Socio Economic Goods and Services

- 3.1 A teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances

Group	Rates from the first pay period to commence on or after 1.1.2012 Per annum \$
Increase	2.5%
1	3,953
2	3,557
3	3,160
4	2,768
5	2,371
6	1,979
7	1,583
8	1,188
9	795
10	396

- 3.2 A teacher with a dependent partner shall receive double the allowance prescribed in subclause 3.1 of this clause.
- 3.3 Subject to clause 7 of this schedule, a teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children shall be paid the following additional allowances -

Group	1st dependent child Rates From the first pay period to commence on or after 1.1.2012 Per annum \$
Increase	2.5%
Group 1	473
Group 2	413
Group 3	349
Group 4	287
Groups 5 and 6	229

Group	2nd and subsequent dependent child Rates From the first pay period to commence on or after 1.1.2012 Per annum \$
Increase	2.5%
Group 1	318
Group 2	261
Group 3	196
Group 4	138
Groups 5 and 6	75

#### 4. Part C - Allowances - Motor Vehicle -

Subject to clause 7 of this schedule, a teacher appointed to a school included in Appendix A of this schedule shall be paid the following allowances -

Group	Rates From the first pay period to commence on or after 1.1.2012 Per annum 2.5% \$
Increase	2.5%
Groups 1, 2 and 3	2,125
Groups 4, 5 and 6	1,066

#### 5. Part D - Allowances - Vacation Travel Expense - Subject to Clause 7 of This Schedule.

- 5.1 A teacher, when proceeding on vacation leave, shall be entitled in any calendar year to the payment of certain travel expenses on the following occasions:
- 5.1.1 if appointed to a school included in Appendix A of this schedule and in:
- (i) Groups 1 and 2 - three vacation journeys;
  - (ii) Groups 3, 4, 5 and 6 - two vacation journeys;

- (iii) Group 7 - one vacation journey; or
- 5.1.2 if appointed to a school covered by Determination 21 of the Determinations made pursuant to section 25 of the Teaching Services Act 1980, one vacation journey; and or
- 5.1.3 if appointed to a school located more than 720 kilometres from Sydney by the nearest practicable route and other than a school referred to in paragraph 5.1.1 of this subclause, one or more journey(s) if, given the circumstances of the school location, the Director-General considers it to be warranted.

Provided always that the provisions of paragraphs 5.1.1, 5.1.2 and 5.1.3 shall not apply to a teacher with less than three years' service who, at the date of their engagement for service, was resident in the relevant area.

- 5.2 A teacher eligible for the payment of travelling expenses under subclause 5.1 shall have those travelling expenses calculated according to the formula for reimbursement set out in Determination 21 referred to in paragraph 5.1.2 of subclause 5.1 of this clause, except that the amount of overnight expenses shall be as set out in subclause 5.3 below, subject to the conditions contained in the aforementioned Determination. Provided that the use of a teacher's own car shall not require the approval of the Director-General.
- 5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

From the first pay period to commence on or after 1.1.2012
\$
37

#### **6. Part E - Reimbursement of Certain Expenses Related to Medical Or Dental Treatment.**

- 6.1 The provisions of subclauses 6.2, 6.3, 6.4, 6.5 and 6.6 of this clause apply only to a teacher who is appointed to a school included in Appendix A of this schedule, but do not apply to a teacher -
- 6.1.1 who for the time being is on maternity leave; or
- 6.1.2 who is married to a spouse or has a partner normally resident in the locality, unless such spouse or partner is normally and usually dependent upon the teacher as a consequence of illness, incapacity or other reasonable inability to earn an income sufficient to support themselves and or his or her child or children, as the case may be.
- 6.2 Where a teacher reasonably incurs reimbursable expense, the amount thereof shall be paid to that teacher upon written application made to the Director-General.
- 6.2.1 A teacher shall not be disentitled to such payment merely by reason of the fact that the reimbursable expense incurred was in relation to the attendance by or upon a duly qualified practitioner who was not the nearest duly qualified practitioner available at the relevant time if special circumstances in the particular case render it desirable that the services of some other duly qualified practitioner be sought.
- 6.2.2 In any instance in which it is necessary for the teacher or the partner of the teacher or some other attendant to accompany the person in respect of whom reimbursable expense is incurred then, upon written application by the teacher to the Director-General, the additional travel and accommodation costs reasonably and actually incurred shall be paid to the teacher.
- 6.3 A teacher who claims payment of reimbursable expenses shall provide such evidence in substantiation of the claim as the Director-General may reasonably require.

- 6.4 The Director-General shall be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.
- 6.5 A teacher shall, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule shall be brought to credit as against the Director-General's liability for the same. If any such sum shall be recovered subsequently to payment by the Director-General of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Director-General shall not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.
- 6.6 The Director-General may, by notice in writing, require any teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that teacher's liability for items of the nature of reimbursable expense under this schedule.
- 6.6.1 In any such case, the Director-General shall reimburse to the teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

From the first pay period to commence on or after 1.1.2012
\$
31

- 6.6.2 If a teacher fails to comply with a requirement made by the Director-General under this subclause, such teacher shall not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that teacher as a result of the relevant insurance or membership.
- 6.7 When a teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such teacher or dependent partner or child of such teacher, any period of such absence involved in travelling to or from the place of residence of the teacher to the place at which the advice or treatment is obtained shall not be debited against any sick leave credit to which that teacher is entitled. Provided that this clause shall be without prejudice to the right of the Director-General in their discretion to temporarily appoint the teacher to a school nearer to the place of consultation or treatment where they may deem it desirable so to do.
- 6.8 The Director-General shall be entitled to decline payment of reimbursable expense to a teacher in any instance in which such expense relates to a non urgent elective consultation or treatment which might reasonably have been sought during a vacation period whilst the teacher or their relevant dependent partner, child or children (as the case may be) had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.

#### **7. Part F - Payment of Allowances According to Marital Status (Payment of Allowances Regardless of Marital Status)**

- 7.1 Subject to subclause 7.2 of this clause, where a married couple consists of two teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
- 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent partner;
- 7.1.2 subclause 3.3 of clause 3 of this schedule, each teacher shall only be entitled to one half of the allowance provided therein for a teacher with a dependent child or children;

- 7.1.3 clause 4 of this schedule, each teacher shall only be entitled to one half of the motor vehicle allowance applicable to a single teacher;
- 7.1.4 clause 5 of this schedule, each teacher shall only be entitled to one half of the vacation travel allowance; and
- 7.1.5 subclause 6.2 of clause 6 of this schedule, each teacher shall not qualify for reimbursement of expenses in so far as the teacher's partner qualifies for and claims reimbursement as a teacher.
- 7.2 Where a married couple includes a teacher entitled to allowances under the award and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple or dependent allowances under this schedule.

### 8. Part G - Locality Allowance Committee

- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Director-General and the Federation;
- 8.1.2 recommending the inclusion or deletion of schools to be covered by the provisions of clause 3 of this schedule; and
- 8.1.3 recommending the appropriate groupings and alteration of existing groupings of schools within clause 3 of this schedule.
- 8.2 The Locality Allowance Committee shall -
- 8.2.1 consist of an equal number of representatives nominated by the Director-General and the Federation;
- 8.2.2 elect its own chairperson, who shall not have a casting vote;
- 8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and
- 8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the Industrial Relations Act 1996.

## APPENDIX A

Allowance For Isolation From Socio Economic Goods And Services

Groupings of Schools

Group 1 (11) Clare Pooncarie	Enngonia Tibooburra	Goodooga CS Wanaaring	Louth Weilmoringle	Marra Creek White Cliffs
Group 2 (11) Baryulgil Hatfield	Booligal Hill End	Boomi Ivanhoe	Bullarah Menindee	Ellerston Wilcannia CS
Group 3 (12) Bylong Upper Lightning Ridge Rowena	Cabramurra Mingoola	Carinda Moonan Flat	Corinella Nowendoc	Jerangle Quambone

Group 4 (25) Bellbrook Drake Kingstown Palinyewah Wongwibinda	Blackville Ebor Mallawa Reid's Flat Wooli	Carrathool Fairfax Mungindi Tullibigeal Wyaliba	Collarenebri Garah Naradhan Tulloona Yarrowitch	Croppa Creek Hermidale Niangala Wollar
Group 5 (40) Bigga  Cassilis  Eumungerie Hargraves Millbank Pyramul Sofala Trunkey	Bonalbo  Chandler  Girilambone Jackadgery North Star Rankins Springs Spring Ridge Windeyer	Bribbaree  Dundurrabin  Glen Alice Jugiong Nymboida Rollands Plains Tabulam Yetman	Burruga  Elands  Glenreagh Mallan Old Bonalbo Rosewood Tambar Springs	Burren Junction Euabalong West Gwabegar Mayrung Premer Rugby Tooraweenah
Group 6 (33) Ballimore Bonshaw Deepwater Hernani Mullaley Talbingo  Walgett Community College HS & PS	Bedgerabong Brewarrina CS Emmaville Humula Pallamallawa Toomelah  Wattle Flat	Bellata Bundarra Five Mile Tree Lansdowne Upper Rand Tottenham  Wimmimah	Belltrees Caragabal Goolma Long Flat Rouchel Ulong	Bendemeer Conargo Grevillia Medlow Stuart Town Wambangalang EEC
Group 7 (58) Ashford Bobin Cargo Ellangowan Khancoban Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek	Barkers Vale Bogan Gate Coolongolook Euchareena Lake Cargelligo Mullengandra Orama Savernake Towamba Willawarrin Woolomin	Ben Lomond Bungwahl Copmanhurst Gravesend Lowanna Mumbil Pilliga Somerton Tucabia Urbenville Walhallow	Bendick Murrell Bunnaloo Dalgety Greenethorpe Mallanganee Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam	Balranald Burcher Dungowan Hannam Vale Mangoplah Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle
Group 8 (79) Afterlee Beckom Boree Creek Cabbage Tree Island Curlewis Dunoon Goolgowi Jiggi Larnook Matong Murrami Peak Hill Rye Park Trundle Wiangaree Whitton	Ando Bemboka Bourke HS & PS Carroll Currabubula Errowanbang Gooloogong Johns River Lovesdale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham	Ardlethan Binalong Brocklesby Collins Creek Delegate Eurongilly Gulargambone Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tuntable Creek Woodenbong	Attunga Binya Burrumbuttock Comboyne Dorrroughby EEC Euston Illabo Krambach Lyndhurst Moorland Nimbin Rosebank Telegraph Point Tyalgum Whian Whian	Balldale Blighty Byabarra Cowper Duri Ganmain Iluka Ladysmith Manifold Mount George Nundle Rukenvale Tingha Wakool Woodstock

Group 9 (68) Ariah Park Brungle Coffee Camp Coutts Crossing Eureka Ilford Mandurama	Bald Blair Burringbar Collingullie Darlington Pt Gerogery Jennings Manildra	Barellan Channon, The Collombatti Rail Delungra Geurie Kentucky Marrar	Barmedman Clergate Coolah Eltham Grong Grong Kootingal Merriwa	Blandford Clunes Coramba Eungai Gum Flat Maimuru Milbrulong
Mitchells Island Newbridge Oxley Island  Quaama Stratford Uranquinty Wombat	Moteagle Nimmitabel Pacific Palms  Red Range Thalgarrah EEC Walla Walla Wongarbon	Mullion Creek Numeralla Pocket, The  Rock Central, The Timbumburi Wallabadah Woodford Dale	Murrurundi Oaklands Pomona  Sandy Hollow Ulmarra Wallenbeen	Neville Orara Upper Pottsville Beach Spring Hill Urana Wardell
Group 10 (116) Adaminaby Berridale Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh	Adelong Bexhill Blakebrook Bonville Caniaba Chatsworth Island Coomealla HS Crescent Head Dareton Durrumbul Fingal Head	Barham HS & PS Bibbenluke Bodalla Borenore Carcoar Chillingham Coopernook Crowdy Head Dorrigo HS & PS Empire Vale Ghinni Ghinni	Barrington Bingara Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gilgai	Batlow Binnaway Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Gladstone
Goolmangar Howlong Karangi Lansdowne Main Arm Upper Mogo Old Bar Spring Terrace Tathra Wee Waa HS & PS Wyrallah	Goonengerry Huntingdon Kellys Plains Lawrence Martindale Nanima Pearces Creek Stokers Siding Terranora Wentworth Yenda	Harrington Jerilderie Kendall Leeville Mathoura Nemingha Repton Stuarts Point Teven-Tintenbar Willow Tree Yeoval	Hérons Creek Jindabyne Kinchela Lennox Head Millthorpe Nyngan HS & PS Rous Table Top Tinonee Wilsons Creek Yerong Creek	Hillston Jindera Laggan Lockhart Modanville Smithtown Scotts Head Tanja Warren CS Woodburn

#### SCHEDULE 4

##### Salaries - Promotion Classifications in the Teaching Service

Classification	Salary from the first pay period to commence on or after 1.1.2012 Per annum \$
Schools	
Increase	2.5%
High School Principal	
Grade 1 (PH1)	149,317
Grade 2 (PH2)	143,062

Central School Principals	
PC1	141,002
PC2	130,024
PC3	124,758
PC4	120,571
Primary School Principal	
PP1	139,636
PP2	128,766
PP3	123,547
PP4	119,405
PP5	116,736
PP6	99,982
Principal - Environmental Education Centre or Hospital School Grade 2	116,736
Principal - Environmental Education Centre or Hospital School Grade 1	99,982
High School Deputy Principal Deputy Principal (Secondary) Central School	116,736
Primary School Deputy Principal Deputy Principal (Primary) Central School	116,736
Assistant Principal Primary School Assistant Principal Central School	99,982
Head Teacher High School Head Teacher Central School Highly Accomplished Teacher District Guidance Officer	99,982
Senior Assistant in Schools	89,137

Classification	Salary from the first pay period to commence on or after 1.1.2012 Per annum \$
Non-school Based Teaching Service Classifications Salary Scales	
Increase	2.5%
Principal Education Officer	130,172
Senior Education Officer Class 2	117,319
Senior Education Officer Class 1	
Year 3	108,245
Year 2	104,115
Year 1	99,982

## SCHEDULE 5

Rates of Pay - Casual Teachers

**Table 1**

Trained Teachers	Rates From the first pay period to commence on or after 1.1.2012 Per day \$
Increase	2.5%
4YT Steps 4	347.86



3	332.33
2**	316.80
1	301.29
3YT Steps	
5	332.33
4	316.80
3	301.29
2	285.77
1	271.68
2YT Steps	
4	301.29
3	285.77
2	271.68
1	254.69

\*\* 5YT trained casual school teachers commence on step 2, 4YT rates of pay

**Table 2**

Conditionally Trained Teachers	Rates From the first pay period to commence on or after 1.1.2012 Per day \$
Increase	2.5%
C (5YT) Steps	
4	347.86
3	332.33
Y1-2	316.80
C (4YT) Steps	
4	332.33
3	316.80
Y1-2	301.29
C (3YT) Steps	
4	301.29
3	285.77
Y1-2	271.68
C (2YT) Steps	
3	271.68
Y1-2	254.69

In the case of casual teachers relieving in positions of PP6 or as a principal - environmental education centre or hospital school Grade 1, subject to satisfying the requirements, the daily rate of pay shall be as follows:

**Table 3**

	Rates From the first pay period to commence on or after 1.1.2012 Per day \$
Increase	2.5%
Casual PP6, Principal - Environmental Education Centre or Hospital School Grade 1	517.14

**SCHEDULE 6**

## Other Part time Rate of Pay

Classification	Rates From the first pay period to commence on or after 1.1.2012 Per day \$
Increase	2.5%
Teacher in Charge	22.73
Demonstration Schools	9.42
Teachers of classes of students with disabilities	12.87
	Per hour \$
Needlework/Craft Teacher	40.56

**SCHEDULE 7**

## Excess Travel and Compensation for Travel on Official Business

**PART A**

## Excess Travel

**1. Definitions**

1.1 For the purpose of Part A of this Schedule:

1.1.1 "Excess travel" means, for the purposes of clauses 3 and 4, those distances:

- (i) when travelling from home to work and vice versa, that distance in excess of the distance between the teacher's home and headquarters;
- (ii) on any day where the teacher is required during the day to travel from one school to another.

1.1.2 "Headquarters" means that school where the major part of the teacher's duties are performed; or if the teacher is appointed to two schools on an equal time basis, then the headquarters school shall be the school nearest to the teacher's place of residence. Provided that where a teacher is appointed to two schools on an equal time basis and has previously had a school nominated as their headquarters school, that school shall be retained as the headquarters while they continue to teach at that school, notwithstanding a change to the other school.

1.1.3 "Teaching Program" means all face to face teaching and other duties that take place during the teacher's normal hours of schooling.

**2. Teaching in More Than One School**

2.1 Where in any school a teacher, including a temporary teacher, cannot be, or has not been, allocated a complete teaching load, the teacher may be timetabled to teach in more than one school. Such teachers include Teacher Librarians and Teachers of English as a Second Language. The following provisions in relation to payment for excess travel time and for excess travel shall apply:

### 3. Payment for Excess Travel Time

- 3.1 If in order to perform the teacher's approved teaching program, the teacher is required to travel outside the teacher's required attendance hours for the particular school from the teacher's home to school and/or from a school to the teacher's home, the teacher shall be paid for excess time occupied in travelling, subject to:
- 3.1.1 There shall be deducted from the teacher's travelling time on any one day the time normally taken for the periodic journey from home to headquarters and return.
- 3.1.2 Periods of less than one quarter of an hour on any one day shall be disregarded.
- 3.1.3 Travelling time shall not include any period of travel between 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and sleeping facilities have been provided for the teacher.
- 3.1.4 Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- 3.1.5 No time spent in performing duties shall be counted as travelling time.
- 3.1.6 The teacher is otherwise not compensated for excess travelling time by way of allowance or time off in lieu.
- 3.2 Payment for excess travelling time shall be at the teacher's ordinary rate of pay on an hourly basis, calculated as follows:

$$\frac{\text{Annual Salary}}{365} \times \frac{1}{30}$$

- 3.3 Teachers who are in receipt of a salary in excess of the rate applicable to the eleventh step of the common incremental salary scale set out in Schedule 1, shall be paid travelling time calculated at the rate applicable to the abovementioned eleventh step.

### 4. Payment for Excess Travel -

- 4.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as follows:
- 4.1.1 up to 8,000 km per annum - 73.6 cents per km;
- 4.1.2 over 8,000 km per annum - 26.1 cents per km.
- Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment 2009) Award published 31 July 2009 (368 I.G. 884) as varied, or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director General of the Premier's Department.
- 4.2 For the purposes of payment under this subclause, excess travel on any day where the teacher is required during the day to travel from one school to another, shall be determined in accordance with the provisions of subclauses 4.1 to 4.8 inclusive.
- 4.3 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way)	Deduction
Kilometres	Kilometres
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

- 4.4 Provided that when the above deduction in subclause 4.3 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the follow schedule:

Home to Headquarters (One Way)	Add
Kilometres	Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

- 4.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 4.6 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 4.6.1 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 4.6.2 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 4.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 4.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.

## PART B

### Compensation for Travel on Official Business

#### 1. Definitions

##### 1.1 For the purpose of Part B of this Schedule:

1.1.1 "Headquarters" for a teacher means the school or administrative centre nominated by the Director-General for the particular teacher.

1.1.2 "Teacher" means a permanent or temporary teacher employed in the Teaching Service, but does not mean, unless otherwise specified, a casual teacher.

"Teacher" includes Consultants, District Guidance Officers (DGO's), School Counsellors, Itinerant Teachers (teachers of the behaviourally disordered, the visually impaired, the hearing impaired), Distance Education Centre/School Teachers, Home School Liaison Officers (HSLO), Access School Teachers, District Relief Teachers, Outreach Teachers, Pre School Teachers, Support Teachers Intensive Reading, Careers Advisers, Early Intervention Teachers, Violence Program Teachers, Languages Other Than English Teachers (LOTE), Support Teachers Learning Difficulties (STLD's), Early Student Support Program Teachers (ESSP), teachers programmed to teach in a school and a TAFE location and includes any equivalent classifications thereto so long as their work patterns remain unchanged.

2. Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.

3. Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.

3.1 Payment, on a case by case basis, shall be considered by the Department for private motor vehicle usage by casual teachers who relieve in a position as identified in subclause 1.1.2 and who are required and authorised to use their private motor vehicle in the performance of their relieving duties.

4. The use of a teacher's private motor vehicle on official business is not mandatory.

5. Official Business Rate -

5.1 The official business rate is payable where the use of a teacher's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the school year or travel a minimum of 400 kilometres during the school year, except where:

5.1.1 an official vehicle is available;

5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and or restriction in the performance of the teacher's duties and professional responsibilities.

5.2 Where a teacher commences duty other than at the start of the school year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.

5.3 The rate paid is that specified at clause 9 of this schedule.

## 6. Casual Rate -

6.1 The casual rate is payable to teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:

6.1.1 an official vehicle is available;

6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.

6.2 In circumstances where teachers are not authorised for reimbursement of travel expenses at the official business rate, they may be given approval to use their private vehicle on official business at the casual rate, including travel to attend staff development courses, selection committee interviews, GREAT appeals and hearings.

6.3 The rate paid is that specified at clause 9 of this schedule.

## 7. Payment of 2601 Cc Or More Motor Vehicle Rate -

7.1 Where the Teacher's Normal Duties Are Performed Within the Sydney Region (as Defined By the Department of Planning) the Maximum Per Kilometre Rate Payable Shall be the 1601 to 2600 Cc Rate.

7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.

7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.

## 8. Daily Deduction -

8.1 On days when a teacher is required to travel on official business and travels to and from home, whether or not the teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way)	Deduction
Kilometres	Kilometres
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

- 8.2 Provided that when the above deduction in subclause 8.1 has been effected, the teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

- 8.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 8.4 Where a teacher is on duty at their headquarters on a particular day and the teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 8.5 If, on such a day, the teacher is directed to travel from their headquarters in an emergency situation, the teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 8.6 Where a teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 8.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.
- 8.8 The daily deduction is not applied where a teacher is required to use their private motor vehicle from their home after working hours on official business or when the teacher is required to stay away from home overnight on official business.
9. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	63	25.2
	1601 - 2600 cc	74	29.6
6	2601 cc or more	75	30
	Casual Rate		
	1600 cc or less	25.2	
	1601- 2600 cc	29.6	
	2601 cc or more	30	

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884), or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General, Department of Premier and Cabinet.

## SCHEDULE 8

### Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers

#### Qualifications and Appointments -

1. Officers who are employed as teachers and persons who, in the opinion of the Director-General, have the appropriate qualifications to be employed as teachers shall be eligible to apply for appointment as home school liaison officers.
2. Officers who are employed as teachers and persons who, in the opinion of the Director-General, have the appropriate qualifications and or experience to be appointed as Aboriginal student liaison officers shall be eligible to apply for temporary appointment as Aboriginal student liaison officers.
3. A successful applicant for appointment to a vacant position of home school liaison officer or Aboriginal student liaison officer shall, subject to Sections 50 and 51 of the Teaching Service Act 1980, be temporarily appointed to a specified location and for a specified period determined by the Director-General.

#### Duties -

4. Home school liaison officers and Aboriginal student liaison officers shall be responsible for those duties as determined by the Director-General and shall be directly responsible to an officer or such other person(s) as determined by the Director-General.

#### Training -

5. Successful applicants for the position of home school liaison officer or Aboriginal student liaison officer shall, following temporary appointment to specified positions or locations, be required as part of their duties to undergo a course of training of a nature and for a period prescribed by the Director-General.
6. Home school liaison officers and Aboriginal student liaison officers whose homes are 100kms or more from the training course centre shall be eligible for financial assistance as provided by the Department towards the cost of temporary accommodation used while on the course and for travel between their homes in New South Wales and the course at the beginning and end of the course and on one weekend during the course. In addition, travel costs in excess of those for daily travel to the course incurred in attending at locations other than the course centre, on program requirements, shall be reimbursed.

#### Salaries -

##### Home School Liaison Officers -

7. On temporary appointment as a home school liaison officer a teacher shall continue to receive their current substantive teaching salary and shall continue to progress on the appropriate step on the common incremental salary scale on their normal teaching incremental date subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service of this award. A person not being an officer shall on appointment as a home school liaison officer be paid an annual salary according to their qualifications and status as if they were appointed as a teacher covered by the award and shall progress on the common incremental salary scale on an incremental date determined by the date of their appointment as a home school liaison officer subject to clause 6, Salary Progression and Maintenance and clause 21, Calculation of Service of this award.

##### Aboriginal Student Liaison Officers -

8. Minimum salaries on commencement of employment and progression thereafter under the common incremental salary scale as set out in Schedule 1 of this award are determined as follows:

Aboriginal student liaison officers who are:

Non-graduates - step 3



Graduates without teacher training - step 4

Graduates with teacher training - step 5

Graduates with five years of training - step 6

Allowances and Additional Leave -

9. Overtime shall not be paid for hours worked in excess of seven hours per day and no compensatory leave shall be allowed for evening, Saturday or Sunday work. In addition, no compensation shall be allowed for time spent in travelling.
10. To compensate for all incidents of employment, including hours worked in excess of seven hours on any day, evening, Saturday or Sunday, and time spent in travelling, home school liaison officers and Aboriginal student liaison officers shall receive:
  - 10.1 an allowance as provided for in paragraph 4.2.1 of clause 5, Allowances, and Schedule 2; and
  - 10.2 six weeks leave per annum in addition to the four weeks annual recreation leave provided in clause 13 of this schedule. The six weeks leave and the four weeks annual recreation leave shall be taken during school vacation periods unless the performance of work required to be done during a school vacation(s) necessitates part of the ten weeks leave to be taken at other time(s) as approved by the Director-General.

Hours and Conditions -

11. Subject to the special conditions contained in this schedule, home school liaison officers and Aboriginal student liaison officers shall enjoy the hours and conditions of employment applying to other non-school based teaching service personnel.
12. The ordinary hours of work, exclusive of meal times, shall be 35 per week to be worked Monday to Friday inclusive and to commence on such days at or after 8.00am and conclude on or before 6.00pm. Provided that, where required, a home school liaison officer or Aboriginal student liaison officer shall be required to work beyond these normal hours on weekdays and to work on weekends.
13. Annual recreation leave shall accrue at the rate of four weeks per year.
14. Notwithstanding that an officer, on appointment as a home school liaison officer or Aboriginal student liaison officer, may not comply with the service requirement included in the definition of a transferred officer contained in Determination No.1/2001, titled the Transferred Officers Compensation Determination or its successor determination, but otherwise finds it necessary to move their residence as a consequence of the appointment, the officer shall be deemed a transferred officer for the purposes of Determination No.1/2001 or its successor determination.
15. An officer appointed as a home school liaison officer is eligible to apply for and accept appointment to any advertised Teaching Service position.

Subsequent Employment -

Home School Liaison Officers -

16. An officer appointed as a home school liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to a teaching position.
17. A person other than an officer appointed as a home school liaison officer shall, on completion of the period of their appointment, be appointed, pursuant to Section 47 of the Teaching Service Act as a permanent teacher. Provided that if the person holds a Teachers Certificate this permanent appointment shall not be probationary as provided for in Section 48 of the Teaching Service Act. Provided further that all persons appointed as home school liaison officers shall be given a permanent appointment as a

teacher as provided for above in priority to all other persons on any teacher employment waiting list. Provided always that the home school liaison officer may elect to accept a temporary appointment as a teacher.

Aboriginal Student Liaison Officers -

18. An officer appointed as an Aboriginal student liaison officer shall, on completion of the period of the appointment, be eligible and required to transfer to an appropriate teaching service position.

## SCHEDULE 9

### Special Conditions Covering Teachers at Residential Agricultural High Schools

1. Special Conditions -

- 1.1 The principal, following consultation with a representative nominated by the staff in a residential agricultural high school, shall prepare detailed information on the duties of teachers and the conditions of employment in the school. This information shall include rostered duty requirements, residential requirements and other information that shall assist both new appointments and teachers who may be transferred to the school by the Director-General.

- 1.2 All new teachers at the schools shall be supplied with a copy of this information before accepting appointment to the school.

2. All new vacant positions shall be deemed to be special fitness positions, provided that the Director-General shall retain the right to fill any vacant positions by way of transfer or such other manner as considered appropriate.

3. Subject to the availability of accommodation, all teachers appointed to vacant positions in the schools shall be required to reside on the school site for a minimum period of three years.

4. Following the minimum period referred to in clause 3 of this schedule, and subject to the needs of the school, teachers may apply for a further residence on-site for another two year period. Thereafter a teacher may seek an extension of residency and tenure beyond this two year period.

5. Initial appointment of residential teachers and reappointment of residential teachers to the school after the first or second period of residence on the school site shall be made on an annual basis at the discretion of the principal, with due regard to the needs of the school.

6. A library supervisor shall be appointed to each school for a period of up to 20 hours per week during the school term to supervise the school library at nights and on weekends.

In selecting a library supervisor the principal shall, as he or she considers appropriate, give priority to employing trained teachers.

7. There shall be two head teachers (welfare) appointed to each school on the basis of special fitness.

8. The duties of the head teachers (welfare) shall include:

- 8.1 undertaking rostered supervision duty;

- 8.2 responsibility for the organisation and implementation of all aspects of residential supervision within the school;

- 8.3 implementation of student supervision rosters;

- 8.4 supervision of teachers on roster duty;

- 8.5 responsibility for school welfare programs.

9. At each school, one teacher in charge of residential supervision shall be appointed by the principal (consistent with subclause 2.46 of clause 2, Dictionary of the award) to receive the Teacher in Charge of Residential Supervision Allowance as provided for in paragraph 5.5.3 of clause 5, Allowances, and Schedule 2.
10. Educational programs shall be provided for all students at the school, up to and including the last school day of all four school terms.
11. All teachers, including head teachers, but excluding the principal and deputy principal appointed to the school, shall be required to perform, on a roster basis, out of normal teaching hours supervision of students as follows:
  - 11.1 Teachers on a full rostered program shall be required to undertake one rostered duty in every ten days during the designated school year.
  - 11.2 Where the school has more non-resident staff than required to fill the duty roster, staff may be rotated onto the duty roster over a twelve month period to ensure rostered duty is shared by the entire staff and shall be paid the rostered supervision allowance on a pro rata basis.
  - 11.3 There should be, as far as possible, a gender balance related to the needs of the school within the staff roster. Where this is not possible the principal, in consultation with the staff, shall determine the most appropriate staffing roster.
  - 11.4 The size and composition of rostered duty teams shall be decided by the principal following consultation with staff at the school. To facilitate a one in ten days roster of a five person duty team, casual teachers or other staff may be employed by the principal where insufficient full time teachers are available, to make up the necessary duty teams.
  - 11.5 Teachers on rostered supervision duty shall be provided with free meals at the school for the duration of their rostered duty.
  - 11.6 Staff on rostered duty shall be entitled to a half hour break during their duty on week days and a one hour break during their duty on weekend days. Such breaks shall be arranged by those rostered on duty to ensure that each person receives a break unless extraordinary circumstances or the exigencies of the school on a particular day makes this impractical. There shall be no requirement to engage casual labour as a result of staff taking such breaks.
12. A rostered supervision allowance as provided for in paragraph 5.5.1 of clause 5, Allowances, and Schedule 2 shall be paid on the basis that:
  - 12.1 Teachers at the school are required to undertake rostered duties on the basis of one duty every ten days during the school year.
  - 12.2 Rostered supervision duty for all teachers on the duty team (whether resident or non-resident) involves an on call period following the conclusion of active duty. This on call period shall operate from approximately 11.00pm to 7.00am. The on call duty may require, where accommodation is available, that any member of a duty team stay overnight on the school site.
  - 12.3 During the on call period there shall be a minimum of two teachers (excluding the principal and deputy principal but including at least one member of the rostered duty team) in residence at the school on each night during the school year to respond to emergencies and any supervisory requirements as necessary. This would normally include one residential member of the rostered duty team and one other member of the residential staff. If a member of the residential staff is not available, then a non-residential member of staff shall remain on-site. All other members of the duty team rostered on any day shall, however, remain on call.
  - 12.4 Teachers who are absent on leave for one term or more shall lose a pro rata proportion of the rostered supervision allowance. Similarly, a teacher who commences duty at the school other

than in the first week of Term one shall be paid the rostered supervision allowance on a pro rata basis on the amount of supervision actually performed in that school year.

- 12.5 Should a teacher be sick on any day on which a rostered duty falls, then for the first two such days in any year the teacher shall be entitled to be paid.
13. An additional allowance based on the average rate for a rostered duty shall be paid to three volunteer teachers at the school to supervise students returning following the Christmas, Terms one, two and three vacations and compulsory leave weekends. This duty shall commence from 3.00pm on the day preceding the commencement of school until 7.00am the next day.
14. The head teacher (welfare) shall be paid in addition to the rostered supervision allowance a residential supervision allowance as provided for in paragraph 5.5.2 of clause 5, Allowances, and Schedule 2.
15. Teacher trained library supervisors shall be remunerated at an hourly casual teacher rate. The hourly casual teacher rate shall be calculated on the basis of the daily casual teacher in schools rate divided by six. This rate is loaded to be inclusive of sick leave, family and community service leave, special leave and leave loading.
16. The Department shall investigate providing:
- 16.1 Further accommodation for teaching staff at the schools. In the event of the head teacher (welfare) being single, accommodation to the level provided to other single resident teachers shall be provided.
- 16.2 Subject to the availability of funds, additional married accommodation at the schools.
17. Teachers in residential accommodation on-site in the school shall be provided with free board and lodging, including laundry and utilities.
18. All teachers in other accommodation (including executive staff) shall be required to clean their accommodation and undertake their own laundry and pay appropriate rental where payment of rental presently applies.

## SCHEDULE 10

Saturday School of Community Languages

### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Employment Jurisdiction
4.	Recruitment and Appointment
5.	Allocation to Centres and Classes
6.	Duties as Directed
7.	Remuneration
8.	Travel Expenses
9.	Training and Development
10.	Recognition of Service
11.	Anti-Discrimination
12.	Parental Leave and Other Entitlements
13.	Dispute Resolution Procedures
14.	No Further Claims
15.	Good and Services Tax
16.	Deduction of Union Membership Fees

17. Secure Employment
18. Occupational Health and Safety

Table 1 - Remuneration, Monetary Rates

## 2. Definitions

- 2.1 "Appointed Saturday School Community Language Teacher" means an employee who has been appointed to an ongoing position at Saturday School of Community Languages.
- 2.2 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.3 "Centre" means a location at which language teaching and learning is conducted by the Saturday School of Community Languages.
- 2.4 "Conditionally Approved Saturday School Community Language Teacher" means an employee who is responsible as part of a team for the educational instruction of students in a Centre of the Saturday School of Community Languages whose approval to teach is conditional upon completion of the Saturday School Language Intensive Methodology Course or equivalent educational requirements as determined by the Director-General.
- 2.5 "Casual Saturday School Community Language Teacher" means an employee who is not appointed to an ongoing position at the Saturday School of Community Languages.
- 2.6 "Curriculum Co-ordinator" means an employee who assists the Centre Supervisor and the Principal, Saturday School of Community Languages in curriculum implementation; development of curriculum resources and provision of advice on language teaching methodology.
- 2.7 "Department" means the Department of Education and Communities.
- 2.8 "Director of Curriculum Support" means the officer appointed by the Director-General to be responsible for the operation of the Curriculum Directorate of the Department.
- 2.9 "Director-General" means the Director-General of Education and Communities.
- 2.10 "Employee" means an Appointed Saturday School Community Language Teacher, a Casual Saturday School Community Language Teacher, Conditionally Approved Saturday School Community Language Teacher, Curriculum Co-ordinator, Assistant Supervisor or Supervisor engaged at the Saturday School of Community Languages pursuant to s.47 of the *Constitution Act 1902* (NSW).
- 2.11 "Federation" means the New South Wales Teachers Federation.
- 2.12 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.13 "Minister" means the Minister for Education .
- 2.14 "Parties" means the Department and the Federation.
- 2.15 "Principal, Saturday School of Community Languages" means the officer appointed by the Director-General to be responsible for the operation of the Saturday School of Community Languages.
- 2.16 "Saturday School Community Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.17 "Saturday School of Community Languages" means a multi-location facility established by the Department to provide an avenue for students of a particular community language background to pursue the study of that language which cannot otherwise be studied in the student's regular school.

- 2.18 "Supervisor" means an employee who co-ordinates a team of assistant supervisors, curriculum co-ordinators, teachers and clerical staff and is responsible for the educational and administrative leadership at an operating location of the Saturday School of Community Languages.

### 3. Employment Jurisdiction

- 3.1 The employment jurisdiction conferred upon the *Minister by the Constitution Act 1902* is intended by the parties to remain unaltered by anything contained in this Schedule.

### 4. Recruitment and Appointment

- 4.1 Employees covered by this schedule are engaged to teach in the Department's Saturday School of Community Languages.
- 4.2 Offers of appointment and continuing employment during periods of appointment shall be conditional on:
- 4.2.1 the Saturday School of Community Languages' ongoing need for the service provided; and
- 4.2.2 satisfactory performance of duties.
- 4.3 For appointed employees satisfactory performance of duties shall be appraised by annual review which may, where appropriate, and in paid time, be supported by:
- (i) conferences between the employee and principal or nominee;
- (ii) observations of educational programs;
- (iii) review of documentation such as lesson planning, lesson materials and student work plan, evaluations and reports.
- 4.4 In implementing the annual review the following shall be taken into account:
- (i) the level of experience of the employee (so that less experienced employees are given greater attention); and
- (ii) the particular circumstances of the centre.
- 4.5 The annual review shall be supported by way of a new teacher assessment and review schedule which will be negotiated by the parties.
- 4.6 Appointments shall be made on merit and shall be subject to the qualification requirements as specified in subclauses 4.7, 4.8 and 4.9 of this clause.
- 4.7 Persons appointed as Saturday School Community Language Teachers, Casual Saturday School Community Language Teachers, Conditionally Approved Saturday School Community Language Teachers, Curriculum Co-ordinators, Assistant Supervisors and Supervisors are required to possess appropriate qualifications or experience as determined by the Director-General following consultation with the Teachers Federation.
- 4.8 Saturday School Community Language Teachers are required to possess either a teaching qualification or a language teaching methodology qualification (eg the Saturday School Language Intensive Methodology Course).
- 4.9 Conditionally Approved Saturday School Community Language Teachers are required to complete an appropriate languages methodology course as determined by the Director-General following consultation with the Teachers Federation, during their period of employment. Payment for participation in the course shall be in accordance with subclause 9.4 of clause 9, Training and Development.

### **5. Allocation to Centres and Classes**

- 5.1 Allocation of employees to Centres and classes shall be the responsibility of the Principal, Saturday School of Community Languages. The Principal shall consider the following matters in the allocation to Centres and classes:
- 5.1.1 continuity of educational programs;
  - 5.1.2 distance travelled from home to centre; and
  - 5.1.3 curriculum needs of the centre.

### **6. Duties as Directed**

- 6.1 The Director-General, his/her delegate, nominee or representative may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classifications covered by the award and provided that such duties are not designed to promote de-skilling.
- 6.2 The Director-General may direct an employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the employee has been properly trained in the use of such tools, materials and equipment.
- 6.3 Any directions issued by the Director-General pursuant to subclauses 6.1 and 6.2 of this clause shall be consistent with the Director-General's responsibility to provide a safe and healthy working environment.

### **7. Remuneration**

- 7.1 Rates of pay shall be paid in accordance with Table 1, Remuneration, Monetary Rates to this schedule. The rates of pay for employees are as set out in Table 1 - Remuneration, Monetary Rates, to this schedule.
- 7.2 Subject to clause 8, Travel Expenses, the above rates of pay are fully inclusive rates which incorporate remuneration for all terms and conditions of employment.
- 7.3 Supervisors, Assistant Supervisors and Curriculum Coordinators shall be paid no less than the Saturday sessional rates as prescribed in the said Table 1 for administrative, supervisory and curriculum coordination work undertaken at a Centre. Saturday sessional rates include payment for incidental work such as securing premises and resources, peak time administrative duties, irregular consultations with students, parents and staff, and the parent/teacher meetings and presentation days as set down in the Saturday School calendar.
- 7.4 Sessional work on a Saturday for Supervisors, Assistant Supervisors and Curriculum Co-ordinators shall be of four hours duration, unless otherwise determined by the Principal, Saturday School of Community Languages in consultation with the employee and with due notice and shall be remunerated at the sessional rates prescribed in Table 1, Monetary Rates.
- 7.5 Where a Supervisor, Assistant Supervisor or Curriculum Coordinator is required by the Principal, Saturday School of Community Languages to work at a Centre, hours additional to the four sessional hours specified in subclause 7.4 of this clause, including regular additional hours to meet the ongoing needs of particular Centres, remuneration for these hours shall be paid at the hourly rates prescribed in Table 1 for each additional hour that they are required to work. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.6 Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers shall be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for these classifications of teachers shall be as follows:
- 7.6.1 Year 7 - 10 classes - 2.75 hours per week

- 7.6.2 Years 11 - 12 Continuers and Background Speakers course classes - 3.75 hours per week
- 7.6.3 Year 12 Extension course classes - an additional one hour per week.
- 7.7 For an Appointed Saturday School Community Language Teacher, Casual Saturday School Community Language Teacher or Conditionally Approved Saturday School Community Language Teacher to be entitled to payment for hours in addition to those prescribed in subclause 7.6 of this clause, prior approval to work the additional hours must be obtained from the Principal, Saturday School of Community Languages. Additional hours shall be remunerated at the hourly rates prescribed in Table 1. Periods of less than one hour shall be remunerated in intervals of 30 minutes or part thereof.
- 7.8 An Appointed Saturday School Community Language Teacher, Casual Saturday School Community Language Teacher and Conditionally Approved Saturday School Community Language Teachers approved paid hours as prescribed in subclause 7.6 include 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Appointed Saturday School Community Language Teachers, Casual Saturday School Community Language Teachers and Conditionally Approved Saturday School Community Language Teachers may be required to be present at their Centres, if considered necessary by the Supervisor, for consultation with staff, students and/or parents.
- 7.10 Salary packaging
- 7.10.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Table 1 and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.
- 7.10.2 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
- Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 7.10.3 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.
- 7.10.4 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:
- 7.10.4.1 any fringe benefits tax liability arising from a salary packaging arrangement; and
- 7.10.4.2 any administrative fees.
- 7.10.5 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 7.10.5.1 Superannuation Guarantee Contributions;
- 7.10.5.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 7.10.5.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.



## 8. Travel Expenses

- 8.1 Where an employee is required and authorised to travel in the performance of their duties, reimbursement for travel expenses shall be paid in accordance with the provisions applying to other Departmental teachers.
- 8.2 Employees are not regarded as teachers timetabled to teach in more than one school when determining reimbursement for travel expenses.

## 9. Training and Development

- 9.1 The Department confirms its commitment to training and development for employees and shall provide appropriate training and development opportunities to meet this commitment within the context of the needs and priorities of the Saturday School of Community Languages. The Department has an expectation that employees shall attend appropriate staff development and curriculum co-ordination activities. The appropriateness of the activities shall be determined by the Principal, Saturday School of Community Languages in consultation with Supervisors.
- 9.2 Employees recognise the importance of maintaining and updating their skills for the benefit of the students of the Saturday School of Community Languages.
- 9.3 Approved attendance at training and development courses and staff development and curriculum co-ordination activities shall be remunerated as additional hours in accordance with subclauses 7.5 or 7.7 of clause 7, Remuneration.
- 9.4 Conditionally Approved Saturday School Community Language Teachers shall have the opportunity to undertake an appropriate language methodology course as determined by the Director-General following consultation with the Federation. Any time spent on workshop components of such a course up to a maximum of fifty-five hours shall be paid. Time spent on any workshop components of an appropriate language methodology course as determined by the Director-General shall be paid at the hourly rate prescribed for Conditionally Approved Saturday School Community Language Teachers as set out in Table 1 - Monetary Rates. Such payment shall be made for each workshop attended. Payment shall be made at the conclusion of the course.

## 10. Recognition of Service

- 10.1 Employees holding a Departmental approval to teach in regular government schools in New South Wales, not otherwise permanently employed by the Department, shall have service at the Saturday School of Community Languages from 4 August 1995 recognised as service with the Department, on the basis that each six approved paid hours at the Saturday School of Community Languages, pursuant to clause 7, Remuneration shall be equivalent to one day of service.
- 10.2 Employees holding a Departmental approval to teach in regular government schools in NSW but not otherwise permanently employed by the Department shall have service at the Saturday School of Community Languages from 4 August 1995 recognised for the purposes of incremental progression on permanent appointment to the Department.

## 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 the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall 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.

- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- 11.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 11.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 11.4.3 any act of practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1997*;
- 11.4.4 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 the legislation referred to in this clause.

## 12. Parental Leave and Other Entitlements

- 12.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, Industrial Relations Act 1996, if they meet the definition of a regular casual employee (see section 53(2) of the Industrial Relations Act 1996). The following provisions shall also apply in addition to those set out in the Industrial Relations Act 1996 (NSW).

12.1.1 The Director-General must not fail to re-engage an employee who meets the definition of a regular casual employee because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

The rights of the Director-General in relation to engagement and re-engagement of employees are not affected, other than in accordance with this clause.

### 12.2 Personal Carers Entitlements

12.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in 12.4.2 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 12.2.4, and the notice requirements set out in 12.2.5.

12.2.2 The Director-General and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The employee is not entitled to any payment for the period of non-attendance.

12.2.3 The Director-General must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Director-General to engage or not to engage an employee are otherwise not affected.

12.2.4 The 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 Director-General 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 employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

12.2.5 The employee must, as soon as reasonably practicable and during the ordinary hours of the first day of such absence, inform the Director-General of their inability to attend for duty. If it is not reasonably practicable to inform the Director-General during the ordinary hours of the first day of such absence, the employee will inform the Director-General within 24 hours of the absence.

### 12.3 Bereavement entitlements

12.3.1 Employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Director-General).

12.3.2 The Director-General and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The employee is not entitled to any payment for the period of non-attendance.

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

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

### 12.4 The entitlement in accordance with this clause is subject to:

12.4.1 the employee being responsible for the care and support of the person concerned; and

12.4.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) 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
- (iii) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or of the spouse or of the de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household where, for the purposes of this 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.

### **13. Dispute Resolution Procedures**

- 13.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute, question or difficulty about an industrial matter arise then the following procedures shall apply:
- 13.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate Principal or Supervisor as soon as practicable.
- 13.1.2 The Principal or Supervisor shall discuss the matter with the employee and/or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 13.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and/or the Federation may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 13.2 Where the above procedures in subparagraph 13.1 do not lead to a resolution of the dispute, the matter shall be referred to the Deputy Director-General Workforce Management and Systems Improvement of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or negotiating an agreed method and time frame for proceeding.
- 13.3 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

### **14. No Further Claims**

- 14.1 Except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2011 in relation to matters expressly contained in this schedule.

### **15. Goods and Services Tax**

- 15.1 The parties shall monitor the overall impact of the Commonwealth Government's goods and services tax through the term of the award. In the event that the Industrial Relations Commission makes a State decision (as defined by section 49 of the *Industrial Relations Act* 1996) having regard to the impact on wages of the goods and services tax, the Federation reserves the right to make application to the Industrial Relations Commission in relation to that decision.

### **16. Deduction of Union Membership Fees**

- 16.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 16.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 16.3 Subject 16.1 and 16.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

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

### **17. Secure Employment**

- 17.1 A Casual Saturday School Community Language Teacher engaged on a regular and systematic basis during two consecutive terms (equivalent to 20 Saturdays) in a calendar year shall thereafter have the right to elect to have his or her ongoing contract of employment converted to Appointed Saturday School Community Language Teacher status if the position is to continue beyond the conversion process prescribed by this clause. Casual engagements which do not give a teacher the right to elect because that would contravene paragraph 17.4 will be identified on engagement.
- 17.2 The Department shall give the Casual Saturday School Community Language Teacher notice in writing of the provisions of this clause within four weeks of the Casual Saturday School Community Language Teacher having attained such period of two consecutive school terms. However, the Casual Saturday School Community Language Teacher retains his or her right of election under this clause if the Department fails to comply with this notice requirement.
- 17.3 Any Casual Saturday School Community Language Teacher who has a right to elect under subclause 17.1, upon receiving notice under subclause 17.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the Department that he or she seeks to elect to be converted to Appointed Saturday School Community Language Teacher status and within four weeks of receiving such notice from the Casual Saturday School Community Language Teacher, the Department shall consent to or refuse the election, but shall not unreasonably so refuse.
- 17.4 When deciding whether to consent or refuse an election made in accordance with paragraph 17.3, the Department will not consent to conversion if conversion would result in the Casual Saturday School Community Language Teacher being appointed to a position which is already occupied by an Appointed Saturday School Community Language Teacher who is on leave or otherwise absent.
- 17.5 Where the Department refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the Casual Saturday School Community Language Teacher 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.
- 17.6 Any Casual Saturday School Community Language Teacher who does not, within four weeks of receiving written notice from the Department, elect to convert his or her ongoing contract of employment will be deemed to have elected against any such appointment.
- 17.7 If there is any dispute about the arrangements to apply to a Casual Saturday School Community Language Teacher electing to be appointed, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 17.8 A Casual Saturday School Community Language Teacher must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.
- 17.9 This clause will take effect for appointments commencing in 2007.

### 18. Occupational Health and Safety

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

18.1.1 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

18.1.2 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.

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

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

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

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

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

18.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

## SCHEDULE 10

**Table 1 - Remuneration, Monetary Rates**

### Saturday School of Community Languages

Classification	Saturday Sessional rate from the first pay period to commence on or after 1.1.2012 \$
Increase	2.5%
Supervisor	663.49
Assistant Supervisor	525.75
Curriculum Co-ordinator	525.75

Classification	Hourly rate from the first pay period to commence on or after 1.1.2012 \$
Increase	2.5%
Supervisor	110.58
Assistant Supervisor	87.63
Curriculum Co-ordinator	87.63
Teacher	72.00
Conditionally Approved Teacher	66.97

C. G. STAFF J.

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(1424)

SERIAL C7881

**CROWN EMPLOYEES AGEING, DISABILITY AND HOME CARE -  
DEPARTMENT OF FAMILY AND COMMUNITY SERVICES NSW  
(COMMUNITY LIVING AWARD) 2010**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 153 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

**REVIEWED AWARD**

1. Delete the title of the award " Crown Employees Ageing, Disability and Home Care - Department of Human Services NSW (Community Living Award) 2010" of the award published 24 September 2010 (370 I.G. 442) and insert in lieu thereof the following:

**CROWN EMPLOYEES AGEING, DISABILITY AND HOME CARE - DEPARTMENT OF FAMILY  
AND COMMUNITY SERVICES NSW (COMMUNITY LIVING AWARD) 2010**

2. Insert in clause 1, Arrangement the following:

Schedule 3 - Allowances

3. Delete in clause 2 Definitions, the definitions "ADHC" and "Department" and insert in lieu thereof the following:

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

"Department" means Ageing, Disability and Home Care of the Department of Family and Community Services.

4. Delete subclause (ii) of clause 26 General Conditions of Employment, and insert in lieu thereof the following:

- (ii) The salary rates in Part B of the Award are set in accordance with movements in salary from the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement Award.

5. Delete Schedule 1 - Monetary Rates of Part B and insert in lieu thereof the following:

**Schedule 1 - Monetary Rates**

Level	Year	Effective from 11.10.10 Per Annum \$	Effective from 1.7.11 Per Annum \$
Disability Support Worker	1	44,214	45,319
	2	44,991	46,116
	3	46,170	47,324
	4	47,067	48,244
	5	47,956	49,155
	6	49,276	50,508
	7	50,132	51,385



	8	51,016	52,291
	9	52,723	54,041
	10	54,437	55,798
Team Leader* One Unit	1	78,142	80,096
	2	79,710	81,703
Team Leader* Two Units	1	80,479	82,491
	2	82,077	84,129
Community Support Worker	1	44,214	45,319
	2	44,991	46,116
	3	46,170	47,324
	4	47,067	48,244
	5	47,956	49,155
Community Worker	1	47,956	49,155
	2	49,276	50,508
	3	51,016	52,291
	4	53,971	55,320
	5	56,481	57,893
	6	59,306	60,789
	7	62,441	64,002
	8	65,444	67,080
Community Consultant	1	63,137	64,715
	2	66,283	67,940
	3	68,761	70,480
	4	71,496	73,283
	5	75,084	76,961

6. Delete the second paragraph in clause 28, Area, Incidence and Duration and insert in lieu thereof the following:

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 March 2012.

Changes made to this award subsequent to it first being published on 24 September 2010 (370 I.G. 442) have been incorporated into this award as part of the review.

7. Insert after Schedule 2 Transitional Arrangements, in Part B, the following:

**Schedule 3 - Allowances**

Number of staff supervised 5 to 10	\$3,398 per annum
Number of staff supervised 11 to 25	\$5,674 per annum
Number of staff supervised 26 to 40	\$7,952 per annum
Number of staff supervised 40+	\$9,073 per annum

C. G. STAFF J.

**CROWN EMPLOYEES NSW ADULT MIGRANT ENGLISH SERVICE  
(TEACHERS AND RELATED EMPLOYEES) AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 131 of 2012)

Before The Honourable Mr Justice Staff

20 March 2012

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

Clause No.	Subject Matter
1.	Arrangement
2.	Statement of Intent
3.	Dictionary
4.	Professional Responsibilities of Teachers
5.	Duties as Directed
6.	Teachers and Related Employees - Annual Review
7.	Performance Management for Operations Managers
8.	Salaries
9.	Salary Packaging
10.	Salary Scale Progression Arrangements
11.	Allowances
12.	Unpaid Absences
13.	Part-Time Work
14.	Hours
15.	Averaging of Hours
16.	Annual Leave and Weeks of Non-Attendance
17.	Sick Leave
18.	Family and Community Service Leave
19.	Personal/Carer's Leave
20.	Adoption, Maternity and Parental Leave
21.	Conditions of Employment - Casual Teachers
22.	Professional Development
23.	AMES Year
24.	Transfer Procedures
25.	Anti-Discrimination
26.	Dispute Resolution Procedures
27.	Goods and Services Tax
28.	Flexible Working Arrangements
29.	Deduction of Union Membership Fees
30.	No Further Claims
31.	Secure Employment Test Case - Occupational Health and Safety Obligations
32.	Area, Incidence and Duration

## PART B

## MONETARY RATES

Table 1 - Salaries

Table 2 - Other Rates

**2. Statement of Intent**

- 2.1 The purpose of this award is to provide salaries and conditions of employment for AMES teachers and related employees that will:
- 2.1.1 attract and retain highly skilled employees
  - 2.1.2 acknowledge the professional status and responsibilities of AMES teachers and related employees and their commitment to the achievement of excellence in the delivery of teaching and training programs and related services;
  - 2.1.3 support the active involvement and participation of AMES teachers and related employees in the professional growth of the organisation;
  - 2.1.4 take into account the changes that are taking place in respect of AMES service delivery;
  - 2.1.5 take into account the specific finding and contractual arrangements that may apply to AMES and the competitive environment in which it operates.
- 2.2 Except where specific provision is otherwise made in this award, the administration of attendance, leave and absences of AMES teachers and related employees shall be managed in accordance with the relevant provisions of the *Public Sector Employment and Management Act 2002* and NSW Government Personnel Handbook.

**3. Dictionary**

- 3.1 "AMES" means the New South Wales Adult Migrant English Service.
- 3.2 "Casual Teacher" means a person employed to teach a course or courses on an hourly basis. A "400 hour Casual Teacher" means a casual teacher who has completed the equivalent of 400 hours teaching service in any teaching year. A "Less than 400 hour Casual Teacher" means a casual teacher who has completed less than 400 hours teaching service in any teaching year.
- 3.3 "Degree Course" means a university or college of advanced education degree course approved by the Director.
- 3.4 "Department" means the NSW Department of Education and Communities.
- 3.5 "Director" means the Director Community and Migrant Education.
- 3.6 "Director-General" means the Director-General of Education and Communities.
- 3.7 "Educational Counsellor" means an officer or temporary employee appointed, employed or seconded as such.
- 3.8 "Education Officer" means an officer or a temporary employee appointed, employed or seconded as such.
- 3.9 "Equivalent" when referring to qualifications means qualifications and/or experience deemed by the Director to be equivalent to specified qualifications.
- 3.10 "Federation" means the New South Wales Teachers Federation.

- 3.11 "Five Year Trained" in relation to a teacher means a teacher whose teaching qualifications include a degree with honours of a recognised university which requires a minimum of four years full-time study, and has in addition, completed one year's teacher training at a university or college of advanced education approved by the Director or has completed such other course or courses and/or has vocational experience which the Director may, from time to time, deem to be equivalent.
- 3.12 "Four Year Trained" in relation to a teacher means a teacher whose teaching qualifications include a degree of a recognised university or college which requires a minimum of three years full-time study, and has in addition, completed one year's teacher training at a university or college of advanced education approved by the Director or has completed such other course or courses and/or has vocational experience which the Director may, from time to time, deem to be equivalent.
- 3.13 "Full-time Temporary Teacher" means a person employed and designated as such under Section 27 of the *Public Sector Employment and Management Act 2002*.
- 3.14 "Graduate" means a person who has obtained a degree of a recognised university or college or possesses qualifications deemed by the Director to be equivalent to such a degree.
- 3.15 "Officer" means a person employed in any capacity under Part 2, of the *Public Sector Employment and Management Act 2002*, and includes an officer on probation but does not include a temporary employee.
- 3.16 "Operations Manager" means an officer appointed as such.
- 3.17 "Permanent Teacher" means an officer appointed as such in the AMES pursuant to the provisions of the *Public Sector Employment and Management Act 2002*.
- 3.18 "Program" means a learning arrangement or composite of learning arrangements under the management of Teaching Centre Manager.
- 3.19 "Region" means an area designated as such by the Director including one or more venues.
- 3.20 "Senior Education Officer" means an officer or a temporary employee appointed, employed or seconded as such.
- 3.21 "Teacher" means an officer, temporary employee or casual employee appointed or employed as such.
- 3.22 "Teachers and related employees" means all officers and temporary employees covered by this award and includes casual, permanent and full-time temporary teachers, education officers and senior education officers, co-ordinators of studies, co-ordinators of course information and admissions and operations managers.
- 3.23 "Teaching Centre" means a location designated as such by the Director that may include one or more teaching venues.
- 3.24 "Teaching Centre Manager" means an officer or temporary employee employed or seconded as such.
- 3.25 "Teaching Services Coordinator" means an officer or temporary employee employed or seconded as such.
- 3.26 "Temporary Employee" means a person temporarily employed under Section 27 of the *Public Sector Employment and Management Act 2002*.
- 3.27 "Year of Service" means full-time employment for a period of 52 weeks or the equivalent. Future employees shall be deemed to have the incremental status indicated by the rate of pay at which they are employed.

#### 4. Professional Responsibilities of Teachers

- 4.1 In order to foster and sustain a collaborative professional culture and in keeping with their professional status and their commitment to the achievement of excellence in the delivery of teaching and training programs and related services, teachers shall as part of their professional responsibilities:
- (i) maintain and exhibit the highest standards of conduct;
  - (ii) ensure that in the performance of their teaching and associated duties, AMES policies, standards and practices are observed;
  - (iii) work collaboratively with their colleagues in helping to ensure that essential organisational goals and objectives are met;
  - (iv) provide peer support and leadership to less experienced teachers or to teachers experiencing performance difficulties;
  - (v) participate in working groups and staff meetings as required, to develop and enhance professional knowledge and to improve practices and procedures;
  - (vi) contribute to the development of curricula, teaching materials and resources which support the achievement of excellence in the delivery of teaching and training programs and related services; and
  - (vii) participate in the ongoing moderation of the assessment of student achievements.

#### 5. Duties as Directed

- 5.1 The Director or her/his nominee may direct any employee to carry out such duties as are within the limits of the person's skill, competence and training consistent with the classifications covered by this award and provided that such duties are not designed to promote deskilling.
- 5.2 The Director or her/his nominee may direct any employee to carry out such duties and use such tools, materials and equipment as may be required, provided that the officer has been properly trained in the use of such tools, materials and equipment.
- 5.3 Any directions issued by the Director pursuant to this clause shall be consistent with the Director's responsibility to provide a safe and healthy working environment.
- 5.4 The Director may from time to time deploy teachers to duties other than face-to-face teaching duties in accordance with guidelines designed to increase the efficiency of AMES. Deployments will be for a predetermined period not exceeding one year.
- 5.5 Teachers perform a broad range of duties that include the following activities:

Direct Teaching Activities	Duties Related to Teaching
Direct teaching activities include but are not limited to: face to face teaching in any environment or setting, including but not limited to: classrooms, individual learning centres, educational computer rooms, workshops, industry, in the field; distance mode and online; assessment of new students;	Duties related to teaching include but are not limited to: preparation; marking; assessment and recording of student learning outcomes; support and advice to clients; attendance administration; course development and review; training and professional development; development of learning materials; attendance at staff meetings and moderation

workplace training and assessment.	sessions; recognition of prior learning; referral of new students; workplace consultancy and advisory services; work placement coordination and supervision.
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- 5.6 Education Officers, Senior Education Officers and Operations Managers perform a range of duties as stated in their Statement of Duties.

### 6. Teachers and Related Employees - Annual Review

- 6.1 To provide feedback on performance, the Director or nominee will ensure that the performance of all teachers and related employees, except casual teachers and their manager or nominee, is appraised by annual review.
- 6.2 This annual review shall be supported by:
- (i) conferences between the teacher or related employee and their manager or nominee;
  - (ii) review of documentation such as lesson planning, lesson material and student work, plans, evaluations and reports, as appropriate; and
  - (iii) for teachers, observations of educational programs.
- 6.3 The annual review for teachers and related employees shall be reported by way of a NSW AMES Teachers and Related Employees Assessment Review Form.
- 6.4 Concerns about the performance and or conduct of teachers and related employees shall be managed in accordance with the *Public Sector Employment and Management Act 2002* as outlined in Part 2.7 of that Act and as detailed in Chapter 9 of the NSW Government Personnel Handbook.

### 7. Performance Management for Operations Managers

- 7.1 The performance of operations managers shall be reviewed annually under a performance management scheme.
- 7.2 The objectives of the performance management scheme for operations managers are to:
- (i) establish clear individual performance goals linked to, and consistent with, AMES goals and priorities and regional plans and objectives;
  - (ii) identify each employee's current and medium term development needs and career goals and develop strategies to support these;
  - (iii) assist with the achievement of AMES long term objectives and annual priorities;
  - (iv) provide for each employee a valid basis for performance assessment against job-related criteria;
  - (v) provide job-related guidance and performance feedback in a continuing way.
- 7.3 Appropriate training will support the implementation of the scheme.
- 7.4 Concerns about the performance and or conduct of operations managers shall be managed in accordance with the *Public Sector Employment and Management Act 2002* as outlined in Part 2.7 of that Act and as detailed in Chapter 9 of the NSW Government Personnel Handbook.

## 8. Salaries

- 8.1 The salaries and other rates that apply to teachers, education officers, senior education officers and operations managers shall be paid in accordance with this clause and Tables 1 and 2 of Part B of this award.

## 9. Salary Packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Part B, Table 1 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

- 9.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement, including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

- 9.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

- 9.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

9.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

9.3.2 any administrative fees.

- 9.4 Where the employee makes an election to salary package, the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:

9.4.1 Superannuation Guarantee Contributions;

9.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

9.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

## 10. Salary Scale Progression Arrangements

- 10.1 Permanent teachers and full-time temporary teachers who meet the admission requirements as determined by the Director shall commence at a level not less than the first step on the common salary scale, provided that teachers who are four-year trained or five-year trained shall commence on the common salary scale at a level not less than:

Four-year trained	2nd salary level
Five-year trained	3rd salary level

- 10.2 Education officers who meet the admission requirements as determined by the Director shall commence at a level not less than the first step on the common salary scale, provided that graduate education officers - not teacher-trained and graduate education officers - teacher-trained, shall commence on the common salary scale at a level not less than:

Graduate - not teacher-trained	2nd salary level
Graduate - teacher-trained	3rd salary level

- 10.3 Employees shall be entitled to progress after each 12 months of service along the salary steps of the common salary scale, subject to the employee demonstrating continuing satisfactory performance in accordance with the Teacher Quality - Annual Review provisions set out in clause 5.
- 10.4 Any employee whose initial employment is approved on or after 1 January 1992, and who does not satisfy the teacher training requirements as determined by the Director, will not progress more than two salary steps along the common salary scale.

### **11. Allowances**

- 11.1 An education officer who:
- 11.1.1 has completed 12 months service at the salary prescribed on the maximum of the common salary scale; and
- 11.1.2 has demonstrated to the satisfaction of the Director by the work performed, its quality and the results achieved, that the aptitude and abilities of the employee warrant additional payment;
- shall be paid an allowance as set out in Item 1 of Table 2 - Other Rates of Part B, Monetary Rates, and after a further 12 months an additional allowance as set out in the said Item 1. This allowance shall count as salary and be paid for all purposes.
- 11.2 The Teaching Centre Manager may nominate a teacher to undertake responsibilities associated with the supervision and administration of smaller teaching venues and/or smaller evening or weekend teaching programs.
- 11.3 A teacher nominated by the Teaching Centre Manager who accepts and undertakes such responsibilities shall for the period that the responsibilities are undertaken be paid an allowance as set out in Item 2 of Table 2 - Other Rates, of Part B, Monetary Rates. This allowance shall not count as salary.
- 11.4 The Director may release the nominated teacher from face-to-face teaching duties as necessary to undertake these responsibilities.

### **12. Unpaid Absences**

- 12.1 Unpaid absences in excess of five days per annum shall not be taken into account for the purposes of calculating length of service except in relation to leave approved pursuant to subclause 19.2.

### **13. Part-Time Work**

- 13.1 Any permanent officer may apply to work part-time at any time, subject to the appropriate work being available for the position and it is convenient to AMES.
- 13.2 Arrangements of between 0.2 and 0.8 equivalent full-time may in general be worked in patterns mutually convenient to the AMES and the teacher.
- 13.3 Part-time teachers shall be required to undertake, on a pro-rata basis, the full range of duties undertaken by full-time teachers.
- 13.4 Salary and conditions for approved part-time work shall attract a pro-rata entitlement of that associated with full-time permanent or temporary employment.
- 13.5 "Pro-rata entitlement" shall be taken to mean a calculation in which the quantum of hours, leave, pay or other remuneration is determined by multiplying the quantum applicable to full-time teachers by the appropriate equivalent full-time (eg 0.2 to 0.8).



13.6 Service shall not be regarded as having been broken by permanent part-time work.

#### 14. Hours

- 14.1 The daily span of working hours for teachers, education officers, senior education officers, and operations managers is between 6.00 a.m. and 10.00 p.m. on Monday to Saturday inclusive. Teachers and related employees who are required as part of their program to work on a Saturday shall, if they so request, be entitled to have two consecutive days off in the following week.
- 14.2 Teachers, education officers and senior education officers may elect to work on a Sunday or on a Monday to Friday between the hours of 10.00pm and 7.30am but shall not be directed to do so.
- 14.3 A teacher may apply to the Director to exclude Saturday from their ordinary attendance pattern for a period not exceeding 12 months on compassionate grounds where there are exceptional and compelling circumstances. Written applications for such exclusion must contain full and substantiated grounds and supporting documents, where appropriate.
- 14.4 The standard hours of attendance for permanent and full-time temporary teachers shall be 30 hours per week inclusive of 20 face to face teaching hours per week, except where such face to face teaching hours are reduced with the approval of the Director for the purpose of undertaking alternative duties.
- 14.5 The standard hours of attendance for education officers, senior education officers and operations managers shall be 35 hours per week.
- 14.6 Standard hours of attendance excludes time taken for meal breaks.
- 14.7 Ordinary attendance patterns within the daily span of hours for teachers, education officers and senior education officers shall be arranged by their manager.
- 14.8 Teachers shall be invited to submit their attendance pattern preferences in June and December each year. In arranging ordinary attendance patterns within the daily span of hours Teaching Centre Managers shall, to the extent possible and practicable, accommodate such preferences. Where there are difficulties in accommodating attendance pattern preferences there will be consultation with the teachers at the teaching location(s) concerned to enable them collectively or individually to make recommendations to resolve the difficulties. In the event that the difficulties are not resolved through consultation with teachers, the Teaching Centre Manager shall apply the principle of rotation and no teacher shall unreasonably refuse.
- 14.9 Teachers and related employees may be required to work on any five days from Monday to Saturday as part of their program. However, with the approval of the Teaching Centre Manager and subject to AMES requirements being met, a teacher's ordinary attendance pattern may be undertaken across four days and/or day/evening configuration.
- 14.10 The hours of attendance for non-teaching duties may be arranged by teachers in consultation with the Teaching Centre Manager provided that the requirements of AMES are met at all times.
- 14.11 Face-to-face teaching hours required to be worked by permanent and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at time and one-quarter of their ordinary rate:
- 6.00 am and 7.30 am Monday to Friday.
- 14.12 Work undertaken by permanent and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at time and one-quarter of their ordinary rate:
- 6.00 am and 5.30 pm Saturday.

- 14.13 Work undertaken by permanent and full-time temporary teachers as part of their teaching program during the following time bands shall be paid at double time of their ordinary rate:

5.30 pm Saturday to 6.00 am Monday;

10.00 pm to 6.00 am weekdays;

Midnight Friday to 6.00 am Saturday.

- 14.14 Face to face teaching that is undertaken by a full time temporary teacher that is in excess of their 20 hours of face to face teaching per week shall be paid at time and one quarter of the teacher's normal salary rate.

### 15. Averaging of Hours

- 15.1 Notwithstanding the provisions of subclause 14.4 of clause 14 Hours, the 20 face to face teaching hours per week may be averaged on a semester or program basis, provided that the arrangement is known in advance and provided that for the duration of the averaging period the teacher shall continue to receive her/his normal fortnightly or weekly pay.
- 15.2 In scheduling such hours the Teaching Centre Manager shall to the extent possible and practicable, accommodate teacher's attendance preference patterns. Where there are difficulties in scheduling such hours, the Teaching Centre Manager shall consult with the teachers at the teaching location(s) concerned to enable them collectively or individually to make recommendations to resolve the difficulties. In the event that the difficulties are not resolved through consultation with teachers, the Teaching Centre Manager shall apply the principle of rotation and no teacher shall unreasonably refuse.
- 15.3 The Teaching Centre Manager shall ensure that the face to face teaching hours in any one week do not exceed 24 per week.
- 15.4 If a teacher leaves the AMES prior to completion of the relevant settlement period an appropriate credit or debit adjustment to the teacher's payment on termination shall be made.
- 15.5 The adjustment shall reflect the difference between the total of the hours actually worked (including any period of approved leave in the relevant period) and the total of the hours that would have been worked in the relevant period but for the averaging arrangement.
- 15.6 Where applicable loadings in accordance with clauses 14.11, 14.12 and 14.13 shall apply to hours worked as part of an averaging arrangement.

### 16. Annual Leave and Weeks of Non-Attendance

- 16.1 In lieu of the provisions under the *Annual Holidays Act 1944* the following classifications of employees shall not be required to attend their place of employment for the number of weeks as set out in the following schedule:

Classification	Annual Leave Weeks	Weeks of Non Attendance and Public Holidays
Permanent Teacher	4	7
Full-time Temporary Teacher	4	7
Operations Manager	4	Nil
Senior Education Officer	4	Nil
Education Officer	4	Nil

- 16.2 From the date of commencement of this award all public holidays, other than Christmas Day, Boxing Day and New Year's Day which fall within the annual close down period, shall be included in the teacher's non attendance periods with no loss of entitlement to the public holiday.

- 16.3 Except where provision is otherwise made in this award, agreed non-attendance will be deemed to be in lieu of additional work.
- 16.4 Permanent teachers and full-time temporary teachers who are deployed for periods not exceeding 12 weeks to positions which would otherwise not be in receipt of equivalent leave and agreed non-attendance will retain their leave and agreed non-attendance as provided by clause 16.1 hereof.

### **17. Sick Leave**

- 17.1 Permanent teachers, full-time temporary teachers, education officers, senior education officers and operations managers shall be entitled to 15 days sick leave per annum with the unused component of the annual entitlement being fully cumulative.
- 17.2 Additional sick leave in the first two years of service:
- 17.2.1 The provisions of this paragraph shall only apply to permanent and full-time temporary teachers.
- 17.2.2 The maximum grant of additional sick leave during the first 2 years of service is 15 days.
- 17.2.3 Additional sick leave provided by this clause is available at any stage during the teacher's first two years of service but will only be granted in circumstances where:
- (a) there is no current concern regarding the teacher's use of sick leave;
  - (b) all sick leave entitlements have been exhausted.

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

- 18.1 The Director shall, in the case of emergencies or in personal or domestic circumstances, grant to an employee some or all of the available family and community service leave on full pay.
- 18.2 Such cases may include, but are not limited to, the following:
- 18.2.1 compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household;
- 18.2.2 accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
- 18.2.3 emergency or weather conditions such as when flood, fire or snow, etc. threaten and/or prevent an employee from reporting for duty;
- 18.2.4 other personal circumstances, such as citizenship ceremonies, parent/teacher interviews or attending a child's school for other reasons.
- 18.3 Attendance at court by an employee to answer a charge for a criminal offence, if the Director considers the granting of family and community service leave to be appropriate in a particular case.
- 18.4 Employees who are selected to represent Australia or the State as competitors in major amateur sport (other than Olympic or Commonwealth Games).
- 18.5 Employees who hold office in Local Government other than as a Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council, to attend meetings, conferences or other duties associated with that office where those duties necessitate absences during normal working hours.
- 18.6 The maximum amount of family and community service leave on full pay which may, subject to this award, be granted to an employee shall be the greater of the leave provided in subparagraph 18.6.1 and 18.6.2:

- 18.6.1 two and a half working days in the employee's first year of service and, on completion of the employee's first year of service, five working days in any period of two years;
- 18.6.2 after the completion of two years' continuous service, the available family and community service leave is determined by allowing one day's leave for each completed year of service, less the total amount of short leave or family and community service leave previously granted to the employee.
- 18.7 If the available family and community service leave is exhausted as a result of natural disasters, the Director shall consider applications for additional family and community service leave, if some other emergency arises.
- 18.8 In cases of illness of a family member for whose care and support the employee is responsible, paid sick leave in accordance with sub clause 19.1 of clause 19 Personal/Carer's Leave, shall be granted when paid family and community service leave has been exhausted.
- 18.9 On the death of a person defined in subparagraph 19.1.3 (b) of clause 19 Personal/Carer's Leave, additional paid family and community service leave of up to two days may be granted on a discrete, per occasion basis to an employee.
- 18.9.1 The employee must notify the Director as soon as practicable of the intention to take bereavement leave and will, if required by the Director, provide to the satisfaction of the Director proof of death.
- 18.9.2 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.
- 18.9.3 Bereavement leave may be taken in conjunction with other leave available under paragraphs 19.2, 19.3, 19.4 and 19.5. In determining such a request, the Director will give consideration to the circumstances of the employee and the reasonable operational requirements of the AMES.

### **19. Personal/Carer's Leave**

- 19.1 Use of Sick Leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b), who is ill.
- 19.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in sub paragraph 19.1.3 (b) below, who needs the employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in clause 17 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.
- 19.1.2 The employee shall, if required, 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.
- 19.1.3 The entitlement to use sick leave in accordance with this paragraph is subject to:
- (a) the employee being responsible for the care of the person concerned; and
  - (b) the person concerned being:
    - (1) a spouse of the employee; or
    - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

- (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide basis; or
- (5) a relative of the employee who is a member of the same household where, for the purposes of this section:
  - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
  - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
  - (iii) "household" means a family group living in the same domestic dwelling.

An employee, shall wherever practicable, give the Director 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 notice of absence, the employee shall notify the Director by telephone of such absence at the first opportunity on the day of absence.

- 19.2 Use of unpaid Leave for Family Purpose - An employee may elect, with the consent of the Director, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.
- 19.3 Use of Annual Leave for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.
  - 19.3.1 An employee may elect, with the consent of the Director, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - 19.3.2 Access to annual leave, as prescribed in subparagraph 19.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this award.
  - 19.3.3 An employee may elect with the Director's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.
- 19.4 Use of Time Off in Lieu of Payment for Overtime for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill.
  - 19.4.1 An employee may elect, with the consent of the Director, to take time off in lieu of payment for overtime at a time or times agreed with the Director within twelve (12) months of the said election.
  - 19.4.2 Overtime taken as time off during ordinary time hours shall be taken at ordinary time rate, that is an hour for each hour worked.
  - 19.4.3 If, having elected to take time as leave in accordance with subparagraph 19.4.1 above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.

19.4.4 Where no election is made in accordance with subparagraph 19.4.1 above, the employee shall be paid overtime rates in accordance with the award.

19.5 Make-up Time - An employee may elect, with the consent of the Director, to work 'make-up time' under which the employee takes time off ordinary hours for the purpose of providing care and support to a member of a class of person set out in sub paragraph 19.1.3 (b) above, who is ill, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

## 20. Adoption, Maternity and Parental Leave

20.1 Adoption, maternity and parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the *Public Sector Employment and Management Act 2002* and Regulation and will be in addition to those set out in the Industrial Relations 1996 (NSW) and Regulation.

20.2 On and from 1 January 2006 AMES teachers and related employees shall be entitled to adoption, maternity and parental leave in accordance with the relevant provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009 published 31 July 2009 (368 I.G. 884) as varied, or its successor.

20.3 Right to Request

20.3.1 An employee entitled to adoption, maternity and parental leave may request the Director 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.

20.3.2 The Director 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 Director's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

20.3.3 The employee's request and the Director's decision made under 20.3.1 (ii) and 20.3.1 (iii) must be recorded in writing.

20.3.4 Where an employee wishes to make a request under 20.3.1(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.

20.4 Communication During Adoption, Maternity and Parental Leave

20.4.1 Where an employee is on parental leave and a definite decision has been made to introduce a significant change at the workplace, the Director 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 position 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 position the employee held before commencing parental leave.

20.4.2 The employee shall take reasonable steps to inform the Director 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.

20.4.3 The employee shall also notify the Director of changes of address or other contact details which might affect the Director's capacity to comply with 20.4.1.

## **21. Conditions of Employment - Casual Teachers**

### 21.1 Annual Leave

No casual teacher shall receive annual leave, as a component for leave is included in the hourly rates.

### 21.2 Leave Loading

Casual teachers are not entitled to receive a leave loading.

### 21.3 Sick Leave

21.3.1 As at the date of the recommendation made by the Industrial Relations Commission on 8 May 2009 related to IRC Matter Number 2338 of 2009, casual teachers are not entitled to receive sick leave.

21.3.2 Notwithstanding, 21.3.1 a casual teacher who, prior to 8 May 2009 had an unused sick leave accrual, shall be entitled to access this accrual. Once a casual teacher exhausts their existing unused sick leave accrual no further paid sick leave will be granted.

### 21.4 Family and Community Services Leave

21.4.1 There is no entitlement to family and community services leave prior to completing 400 hours of paid duty in any teaching year. On completing 400 hours of paid duty in any teaching year, a casual teacher is eligible to apply for family and community services leave for extraordinary and pressing absences on rostered working days.

21.4.2 Within a teaching year, entitlement will accrue as follows:

400 - 531 hours of duty	6 hours leave
532 - 799 hours of duty	8 hours leave
800 + hours of duty	12 hours of leave

21.4.3 Unused credit shall not carry over from one year to another. Service shall not carry over from one year to the next, for the purposes of determining entitlement.

### 21.5 Special Leave

21.5.1 There is no entitlement to special leave prior to completing 400 hours of paid duty in any teaching year. On completing 400 hours of paid duty in a teaching year, a casual teacher is eligible to apply for special leave for absences of the nature of those listed below and which occur on rostered working days:

- (a) interpreting in court;
- (b) examination in a course of study;

- (c) graduation;
- (d) State emergencies;
- (e) jury service;
- (f) blood donation (if not possible in own time); and
- (g) any other reason which in the opinion of the Director warrants the grant of special leave.

21.5.2 Service shall not carry over from one year to the next, for the purposes of determining entitlement.

## 21.6 Parental Leave

21.6.1 Employees will be entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, Section 54 Entitlement to Unpaid Parental leave, *Industrial Relations Act 1996*, if they meet the definition of a regular casual employee (see section 53 (2) of the *Industrial Relations Act 1996*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

21.6.2 The Director 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 the Director in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

21.7 Leave Without Pay - Casual teachers are not granted leave without pay.

21.8 Study Leave - Casual teachers are not granted leave for study.

## 21.9 Personal Carers Leave

21.9.1 Casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 19.1.3 (b) of the award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out in 21.9.4(a), and the notice requirements set out in 21.9.4(b).

21.9.2 The Director and the casual teacher shall agree on the period for which the casual teacher will be entitled to not be available to attend work. In the absence of agreement, the casual teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.

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

21.9.4 The casual teacher shall, if required,

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



- (b) establish by production of documentation acceptable to the Director or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the casual teacher.

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

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

#### 21.10 Bereavement entitlements for casual teachers

21.10.1 Casual teachers are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member described in clause 19.1.3 (b) of the award on production of satisfactory evidence (if required by the Director).

21.10.2 The Director and the casual teacher shall agree on the period for which the casual teacher will be entitled to not be available to attend work. In the absence of agreement, the casual teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non-attendance.

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

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

21.11 Non-engagement on Attendance - Where a casual teacher reports for duty in a particular engagement on any day on the basis of a request by an authorised officer and is then advised that her/his services are not required, then the casual teacher shall be entitled to payment for that engagement at the appropriate rate.

#### 21.12 Payment

21.12.1 A casual teacher shall attend and be paid only for face-to-face teaching in one or more engagements.

21.12.2 Casual teachers who perform duty after 5.30 pm or on a weekend shall be paid at the hourly rate of pay appropriate to their classification and year of service.

21.13 Incremental Progression - a casual teacher on completing a year of service, irrespective of breaks in that service, shall be entitled to progress to the next incremental step on the common salary scale.

### **22. Professional Development**

22.1 AMES and the Federation confirm a commitment to training and development for all teachers and related employees. Teachers and related employees recognise the importance of maintaining and updating their skills. AMES recognises its obligations to provide teachers and related employees with opportunities to maintain and update their skills.

22.2 It is the aim of AMES and the Federation that the teachers and related employees of AMES shall be provided with opportunities for training and development so that they will continue to form a highly

skilled, competent and committed workforce, experiencing job satisfaction and providing the highest quality service.

- 22.3 In order to develop their skills and to meet the aims and objectives of AMES, teachers and related employees may be provided with the opportunity to move between tasks and functions consistent with their classifications and positions. Such opportunities shall be identified in consultation with teachers and related employees having regard to the professional and career development needs of individuals, target groups, efficient organisation of work and personal considerations.
- 22.4 AMES will facilitate the professional development, skills enhancement and career development opportunities of employees and improve effectiveness through a range of activities.

### **23. Ames Year**

- 23.1 The AMES Year means a period of 50 weeks, excluding the two-week period surrounding Christmas/New Year, during which educational programs may be conducted.
- 23.2 Within the 50 weeks of operation, courses will be scheduled to maximise use of existing accommodation and facilitate access for students.
- 23.3 In each preceding year, Teaching Centre Managers will provide program managers with a plan of courses appropriate to the region for the next academic year.
- 23.4 Subject to Clause 23.5, from the date of commencement of this award, annual leave accrued by teachers during the year must be cleared by 1 February of the following year.
- 23.5 In exceptional circumstances a teacher may be granted permission by the Director to accrue a limited amount of annual leave to meet the exigencies of the particular situation. Any such application must be in writing to the Director and set out the nature of the exceptional circumstances relied upon.
- 23.6 Teachers who elected to accrue annual leave prior to or in 2009 shall be entitled to take such accrued leave, but may only do so in course blocks or in configurations arranged on an agreed basis between the teacher and the operations manager, taking into account of the need to minimise disruption to educational programs.
- 23.7 No teacher may be directed to teach beyond eleven consecutive weeks without taking a course break of at least one week.

### **24. Transfer Procedures**

- 24.1 Requested Transfers
- 24.1.1 This procedure provides for transfer of a permanent teacher at the request of the teacher.
- 24.1.2 A permanent teacher may apply at any time in writing to transfer from one teaching centre to another.
- 24.1.3 A register of transfer applications will be maintained for each teaching centre. The register will be published annually and a copy forwarded to each teaching centre.
- 24.1.4 Transfer applications will be ranked according to date of receipt. Where two or more requests are received on the same date priority in ranking will be determined on the basis of the closest recorded home address to the vacancy to be filled.
- 24.1.5 Transfers of eligible teachers will take place once each year on a nominated transfer date prior to the nominal first course date in each year.
- 24.1.6 To be eligible for transfer a teacher must at the date of transfer be on duty or on a form of approved leave.

24.1.7 A teacher who is offered a transfer for which that teacher has applied shall be removed from all transfer registers.

24.1.8 Requested Transfers will be published in the Staff Bulletin.

## 24.2 Operational Transfers

24.2.1 Operational transfers may be directed by the Director at any time in order to meet AMES operational requirements.

24.2.2 Except in cases where there are special fitness requirements, for example, a requirement for bilingual teaching, when it is necessary to effect an operational transfer the Director shall first offer the transfer in accordance with the transfer register. If the transfer is not accepted, or if there are no applications for transfer, the Director shall offer the transfer to all teachers in the teaching centre from which the transfer is to be made. If the transfer is not accepted, or if there are two or more applications for transfer, the Director shall nominate for transfer the teacher with the closest recorded home address to the vacancy to be filled.

24.2.3 In cases where there is a special fitness requirement the Director shall firstly offer the transfer to all teachers who meet the special fitness requirement. If the transfer is not accepted or if two or more applications to transfer are received, the Director shall nominate for transfer the teacher who meets the special fitness requirement with the closest recorded home address to the vacancy to be filled.

24.2.4 A teacher nominated for operational transfer shall be given a minimum of two weeks notice before they are required to transfer.

24.2.5 A teacher may apply to the Director to be excluded from operational transfer on compassionate grounds for up to twelve months where there are exceptional and compelling circumstances. Applications for exclusion from operational transfer must contain full and substantiated grounds and supporting documents, where appropriate.

24.2.6 Operational transfers shall be considered temporary until the nominated transfer date in each year, at which time the transfers shall be offered in accordance with the procedures set out in subclause 24.1. If a transfer that is offered in accordance with subclause 24.1 is not accepted, the operational transfer will be confirmed and will cease to be considered temporary.

## 25. Anti-Discrimination

25.1 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.

25.2 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.

25.3 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.

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

25.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

25.4.2 offering or providing junior rates of pay to persons under 21 years of age;

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

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

## **26. Dispute Resolution Procedures**

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

26.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace then the employee and/or the Federation's workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.

26.1.2 The supervisor shall discuss the matter with the employee and/or the Federation's representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

26.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute, or in relation to matters where it is inappropriate, or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with the Director or the Director's nominee with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

26.1.4 Where the procedures in paragraph 26.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Director-General, Workforce Management and Systems Improvement of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

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

26.3 While the dispute resolution procedure is being followed, the status quo will remain. The status quo is the situation which prevailed before the cause of the dispute.

26.4 Where the subject of the dispute involves the Director or the Director's nominee, the matter may be referred to the Deputy Director-General, Workforce Management and Systems Improvement /Director-General as appropriate.

## **27. Goods and Services Tax**

27.1 The parties shall monitor the overall impact of the Commonwealth Government's goods and services tax through the term of the award. In the event that the Industrial Relations Commission makes a State decision (as defined by section 49 of the *Industrial Relations Act 1996*) having regard to the impact on wages of the goods and services tax, the Federation reserves the right to make application to the Industrial Relations Commission in relation to that decision.

## **28. Flexible Working Arrangements**

28.1 Subject to the operating needs of AMES, where possible, employees should be assisted to deal with family responsibilities through flexible leave and working arrangements in accordance with current Government policy.

## **29. Deduction of Union Membership Fees**

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

- 29.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 29.3 Subject to 29.1 and 29.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employer has authorised the employer to make such deductions.
- 29.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 29.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 29.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

### **30. No Further Claims**

- 30.1 Subject to clause 30.2 and except as provided by the *Industrial Relations Act* 1996, there shall be no further salaries or conditions claims by the parties prior to 31 December 2010, in relation to matters expressly contained in this award.
- 30.2 Clause 30.1 does not prevent the parties making claims after 1 July 2010, for changes in salaries and conditions to take effect after 31 December 2010 or seeking to have the Industrial Relations Commission conciliate or arbitrate such claims prior to 31 December 2010.

### **31. Secure Employment Test Case - Occupational Health and Safety Obligations**

- 31.1 For the purposes of this clause, the following definitions shall apply:
- 31.1.1 A "labour hire business" is a businesses (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
- 31.1.2 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.
- 31.2 If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
- 31.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 31.2.2 provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
- 31.2.3 provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

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

31.3 Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

31.4 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.

31.5 This clause has no application in respect of organisations which are properly registered as *Group Training Organisations under the Apprenticeship and Traineeship Act 2001* (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

### 32. Area, Incidence and Duration

32.1 This award shall apply to all teachers and related employees employed within the NSW Adult Migrant English Service.

32.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees NSW Adult Migrant English Service (Teachers And Related Employees) Award published 30 October 2009 ( 369 I.G. 511) and all variations thereof.

32.3 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 IG 359) take effect on and from 20 March 2012.

32.4 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

From the first pay period to commence on or after 1.1.2012	
\$	
Salary Scale for Permanent Teachers, Full Time temporary Teachers and Education Officers	
Increase	2.5%
1st Salary Level	54,271
2nd Salary Level	57,173
3rd Salary Level	60,072
4th Salary Level	62,971
5th Salary Level	66,286
6th Salary Level	69,188
7th Salary Level	72,084
8th Salary Level	74,985
9th Salary Level	78,509
10th Salary Level	85,471
Salary Scale for Senior Education Officers	

Increase	2.5%
Senior Education Officer	
Class II	115,063
Senior Education Officer	
Class I	
Year 1	98,066
Year 2	102,116
Year 3	106,168
Salary Scale for Operations Managers	
Operations Manager	139,931
Casual Teachers	
Increase	2.5%
1st Salary Level	66.83
2nd Salary Level	70.41
3rd Salary Level	73.98
4th Salary Level	77.56
5th Salary Level	81.65

**Table 2 - Other Rates**

Item No.	Clause No.	Brief Description	2.5% From the first Pay period to commence on or after 1.1.2012 \$
1	11	Education Officer after 12 months on the maximum of the common salary scale after a further 12 months on the maximum of the common salary scale	3,707 3,707
2	11.3	Teacher nominated to undertake additional responsibilities	6,566

C. G. STAFF J.

## FARM ASSISTANTS (DEPARTMENT OF EDUCATION AND COMMUNITIES) WAGES AND CONDITIONS AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 132 of 2012)

Before The Honourable Mr Justice Staff

20 March 2012

### REVIEWED AWARD

#### PART A

##### 1. Arrangement

###### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Hours of Work
4.	Overtime
5.	Wage Sacrifice for Superannuation and Wage/Salary Packaging Arrangements
6.	Wages and Allowances
7.	Payment of Wages
8.	Deduction of Union Membership Fees
9.	Public Holidays and Picnic Day
10.	Leave
11.	Tea Breaks
12.	Accommodation
13.	Settlement of Disputes
14.	Terms of engagement
15.	Fares
16.	Anti-Discrimination
17.	Area, Incidence and Duration

###### PART B

##### MONETARY RATES

Table 1 - Wages

Table 2 - Allowances

##### 2. Definitions

2.1 "Act" means the *Public Sector Employment and Management Act* 2002.

2.2 "Casual Employee" means a person engaged on an hourly basis to carry out:

- (i) work that is irregular or intermittent, or
- (ii) work on a short term basis in an area of the Department with a flexible workload, or



- (iii) the work of a position for a short period pending completion of the selection process for the position, or
- (iv) urgent work to deal with an emergency.

Consistent with the casual employment provisions of the *Public Sector Employment and Management Act 2002* and any guidelines issued pursuant to that Act, no single period of casual employment is to exceed three months, and the parties further agree that ideally no single period of engagement as a casual employee should exceed one month and in most instances any period of casual engagement should be less than two weeks in duration.

- 2.3 "Department" means the NSW Department of Education and Communities.
- 2.4 "Employee" means and includes all persons permanently, temporarily or casually employed under the provisions of the *Public Sector Employment and Management Act 2002*, who, on 20 October 1982 were occupying a position covered by this award and included in the schedule attached hereto, or who after that date, are employed under the terms of this award but does not include any person who resigned or whose services were terminated (not including retirement) prior to the making of this award.
- 2.5 "Farm Assistant" means any employee, including a casual, engaged as a Farm Assistant Class I or Farm Assistant Class II.
- 2.6 Flower Gardner means any employee engaged as such.
- 2.7 "Horsepower" means the brake horsepower as stated by the manufacturer.
- 2.8 "Part Time Employee" means a person engaged on a permanent basis for part hours or part years where the employee's contract hours are less than full time hours.
- 2.9 "Regulation" means the Public Sector Employment and Management (General) Regulation, 2009.
- 2.10 "Temporary Employee" means a person engaged on a temporary basis, either full time or part time, for a fixed period greater than one month, consistent with the temporary employment provisions of the *Public Sector Employment and Management Act 2002* and any guidelines issued pursuant to that Act.

### **3. Hours of Work**

- 3.1 Day Work - The ordinary working hours for a full time employee shall be thirty-eight per week and shall be worked in accord with the following provisions for a four-week work cycle:
  - 3.1.1 Except in the case of employees engaged in attending livestock, the ordinary working hours shall be worked as a twenty-day four-week cycle Monday to Friday, inclusive, with nineteen working days of eight hours each between the hours of 7.00 a.m. and 5.30 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
  - 3.1.2 The ordinary working hours of employees engaged in attending livestock shall be worked as a twenty-day, four-week cycle of five days per week during the period Monday to Saturday, inclusive, within nineteen working days of eight hours each between the hours of 6.00 a.m. and 5.30 p.m., with 0.4 of one hour on each day worked accruing as an entitlement to take one rostered day off in each work cycle as a day off paid for as though worked.
  - 3.1.3 The rostered day off shall be a Monday or Friday within the working cycle provided that by agreement of the employer and the employee, the rostered day off may be accrued as an entitlement for a day off to be taken in a subsequent work cycle. Provided further that no employee shall be entitled to accrue more than six rostered days off under the terms of this subsection. All rostered days off shall be taken by the employee as leisure days off, and except as provided for in this subsection, no work shall be performed by an employee on her/his rostered day off; or rostered days off.

- 3.1.4 A roster of days off (provided for under this subsection) for each employee shall be notified to employees prior to the commencement of each working cycle. Employees shall be provided with seven (7) working days' notice of a change in roster, provided that, in the case of an emergency situation, forty-eight (48) hours notice of a change in roster may be given by the employer.
- 3.1.5 Where such rostered day off prescribed by this subclause falls on a public holiday as prescribed in clause 9, Public Holidays, the next working day shall be taken in lieu of the rostered day off unless an alternative day in that four-week cycle (or the next four-week cycle) is agreed in writing between the employer and the employee.
- 3.1.6 Each day of paid leave taken on any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 3.1.7 An employee who has not worked, or is not regarded by reason of subclause (3.1.6) as having worked a complete four-week cycle, shall receive pro rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment, on termination.
- 3.1.8 A majority of the employees concerned and their employers may mutually agree upon a change in starting and ceasing times so that the spread of hours in the award may be between 6.00 a.m. and 6.00 p.m.
- 3.1.9 Employees shall commence and cease work at the headquarters or the barn.
- 3.1.10 Employees shall be entitled to an unpaid meal break each day of not less than thirty minutes duration and not more than one hour in duration provided that the said meal break shall be taken between 11.30 a.m. and 1.30 p.m.
- 3.2 Subject to subclause 3.3 the school principal or their delegate may require an employee to work reasonable overtime at overtime rates.
- 3.3 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 3.4 For the purposes of subclause 3.3 what is unreasonable or otherwise will be determined having regard to:
- 3.4.1 any risk to employee health and safety;
- 3.4.2 the employee's personal circumstances including any family and carer responsibilities;
- 3.4.3 the needs of the workplace or enterprise;
- 3.4.4 the notice (if any) given by the school principal or their delegate of the overtime and by the employee of his or her intention to refuse it; and
- 3.4.5 any other relevant matter.

#### **4. Overtime**

- 4.1 Except as hereinafter provided overtime at the rate of time and a half for the first two (2) hours and double time thereafter shall be paid for all time worked:-
- 4.1.1 in excess of the daily number of rostered hours on any one day; or
- 4.1.2 outside the limits of subclause 3.1.1 in the case of employees other than those engaged on nursery work during the months of October to March inclusive; or

- 4.1.3 outside the limits of subclause 3.1.2 in the case of employees other than those engaged on nursery work during the months of October to March inclusive.
- 4.2 All work performed on Sundays and Public Holidays shall be paid for at the rate of double time and double time and a half respectively. An employee required to work on a Sunday or Public Holiday shall receive a minimum payment of 4 hours pay at the rate of double time or double time and a half respectively.
- 4.3 All ordinary time worked on Saturdays shall be paid for at the rate of time and a half.
- 4.4 An employee recalled to work overtime after 5.30 p.m. on any day other than a Sunday or Public Holiday shall receive a minimum payment of four hours pay at the appropriate overtime rate. On each recall the employee may be required to work 4 hours.
- 4.5 An employee who works so much overtime-
- 4.5.1 between the termination of his ordinary work day and the commencement of his ordinary work in the next day that he has not had at least ten consecutive hours off duty between these times;
- 4.5.2 or on Saturdays, Sundays and Holidays, not being ordinary working days without having had ten consecutive hours off duty in the twenty-four hours preceding his ordinary commencing time on his next ordinary day shall, subject to this sub-clause be released after completion of such overtime until he has had ten hours off duty without loss of pay for ordinary working time occurring during such absences.
- Provided that, if on the instructions of his employer, such an employee resumes or continues, to work without having had such ten consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 4.6 An employee who is required to work overtime for two hours or more after the normal ceasing time shall be allowed, at the expiration of the said two hours, 30 minutes for a meal or crib and thereafter a similar time allowance after every four hours of overtime worked. Time for meals or crib through overtime periods shall be allowed without loss of pay, provided that overtime work continues after such break.
- 4.7 Where overtime is worked on a Saturday, if work continues after 12 noon, a break for a meal of 30 minutes shall be allowed between 12 noon and 1 p.m. which meal break shall be taken without loss of pay.

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

An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 7 - Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation of the Crown Employees Wages Staff (Rates of Pay) Award 2011 or any variation to or successor instruments to the said award shall apply

### **6. Wages and Allowances**

- 6.1 The rates of wages and allowances to be paid to employees appointed to the positions specified are set out in Table 1 Wages and Table 2 Allowances of Part B, Monetary Rates.
- 6.2 The wage rates as set out in Table 1 - Wages, and Table 2 Allowances of Part B, Monetary Rates shall be adjusted in line with the Crown Employees Wages Staff (Rates of Pay) Award 2011 or any variations to or successor instruments to the said award.
- 6.3 Promotion from Farm Assistant, Class I to Farm Assistant Class II shall be subject to completion of 12 month's satisfactory service and the recommendation of the Department Head, that the skill and

versatility of the employee in all respects of the work of a Farm Assistant, including proficiency in the operation of farm equipment and vehicles warrants such promotion. For the purposes of this sub-clause, service shall mean service in an established position and shall include prior service as a junior.

6.4 Casual employees shall be paid at the rate of one thirty eighth of the weekly rates prescribed in respect of the classification for which the employee is casually employed.

6.5 Casual employees shall be paid in addition to the prescribed rate for the classification concerned 15 per centum thereof.

6.6 Special rates

A Farm Assistant, Class I or II, employed on any of the following operations, viz.,

6.6.1 operating and servicing a tractor provided that for the purpose of this provision a tractor shall be deemed to include a wheel tractor and a crawler tractor and provided that such tractors shall be not less than 10 horsepower;

6.6.2 driving on farm or college property a truck which, if driven on the highway, would require possession of at least a Class 3 driver's licence:

6.6.3 operating headers, harvesters, including maize harvesters, and mechanical pick-up hay balers;

shall be paid an additional allowance as prescribed in Table 2 Allowances of Part B, Monetary Rates per day while actually so employed, provided that no allowance shall be paid for periods of such employment of less than one hour per day nor shall an employee receive more than one such allowance in respect of any one day.

6.6.4 an employee required to drive a truck on the highway shall be paid the rates prescribed by the Crown Employees (Transport Drivers, etc) Award provided that, where such employment is for less than half a day, payment shall be as for a half a day and where such employment is for a half day or more payment shall be as for a full day and provided however that no additional payment shall be made in respect of periods of one hour or less.

6.7 Broken shift allowance

Employees who are required to work a broken shift shall be the allowance prescribed in Table 2 Allowances of Part B, Monetary Rates per day extra as a broken shift allowance.

6.8 Mixed functions

An employee engaged for more than two hours during one day on duties carrying a higher rate than his/her ordinary classification shall be paid the higher rate for such day. If so engaged for two hours or less during one day he/she shall be paid the higher rate for the time so worked.

6.9 Protective clothing

Employees required to work in the rain or in mud, slurry, water or wet places shall be paid an allowance prescribed in Table 2 Allowances of Part B, Monetary Rates.

This allowance shall not be payable to an employee who is provided by the employer with adequate protective clothing.

6.10 First Aid

A standard first aid outfit shall be provided and maintained by the employer.

An employee appointed by the employer to perform first aid duty shall be paid in the first aid allowance prescribed in Table 2 Allowances of Part B, Monetary Rates in addition to their ordinary rates of pay.

**6.11 Meal Allowance**

An employee required to work more than one and one half hours after the ordinary ceasing time shall be provided with a meal or shall be paid the amount prescribed in Table 2 Allowances of Part B, Monetary Rates for such a meal and after the completion of each four hours of continuous overtime shall be paid the amount prescribed in Table 2 Allowances of Part B, Monetary Rates for each subsequent meal in addition to his overtime payment.

**6.12 Distant places**

The provisions of the Act and the Regulations apply.

**7. Payment of Wages**

7.1 Wages shall be paid fortnightly into a bank or other account, provided that where employees work in isolated areas or where employees experience hardship or other exceptional circumstances then payment shall be made to the employee fortnightly by cheque.

7.2 One day of each pay period shall be recognised as pay day for each job: it shall be the same day in each pay period.

**8. Deduction of Union Membership Fees**

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

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

8.3 Subject to (8.1) and (8.2) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.

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

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

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

**9. Public Holidays**

9.1 The following days shall be observed as Public Holidays:-

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and any other proclaimed or gazetted holiday for the state of New South Wales.

9.2 Where local Show Day is a proclaimed local holiday it shall be observed as a Public Holiday for employees covered by this award. In the event that an employee cannot be spared without inconvenience to the Department, an alternative day with pay shall be given within twenty working days of the proclaimed local holiday; provided that no employee shall be entitled to payment at overtime rates for work on such proclaimed local holiday and provided further that an employee shall not be entitled to the benefit of more than one holiday upon such occasion.

- 9.3 Where an employee is absent from his employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer the employee shall not be entitled to payment of such holiday.
- 9.4 Public Service Holiday
- 9.4.1 Unless directed to attend for duty by the Department Head a staff member is entitled to be absent from duty on a day between Boxing Day and New Year's Day determined by the Department Head as a public service holiday.
- 9.4.2 Any employee required to work on such day shall be paid at the rate of double time and a half for not less than four hours' work. Provided that an employee who is required to work on the nominated public service holiday and who fails to comply with such requirement shall not be entitled to payment for the day. An employee who is absent on the public service holiday on approved leave is not entitled to the public holiday overtime rate of pay.

## 10. Leave

- 10.1 General leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation.
- 10.2 In addition to provisions for sick leave existing under the terms of regulations made pursuant to the Act, and applicable to the employees covered under the terms of this award, the following provisions for sick leave shall apply:

Where an employee is ill or incapacitated (within the meaning of regulations relating to sick leave under the Act on her/his rostered day off he/she shall not be entitled to payment for sick leave on that day nor shall her/his sick leave entitlements be reduced as a result of such illness or incapacity.

- 10.3 In addition to provisions for annual (recreation) leave, long service (extended) leave, accident pay and short leave existing under the terms of regulations made pursuant to the Act, employees covered under the terms of this award shall have the following provisions apply -

- 10.3.1 All paid leave taken in service with the exception of long service (extended) leave and accident pay shall be paid as follows:

An employee who is absent from work on paid leave shall accrue an entitlement of 0.4 of one hour for each such day as if he had worked on that day. The time accrued shall be paid on the scheduled day off.

- 10.3.2 Annual (recreation) leave on termination of service and long service (extended) leave and accident pay taken in service or paid on termination shall be paid as follows:

10.3.2.1 All accrued time against a paid day off shall be paid to the employee prior to proceeding, on leave or at the time of termination of the employee's service;

10.3.2.2 All leave accrued or time due shall be paid to the employee on the basis of one week of accrued leave etc., being equal to 38 hours or one day being equal to 7.6 hours.

Provided that where a full year's annual (recreation) leave of 20 days or more is accrued when the employee shall be paid a further 7.6 hours for the first 20 days and on the same basis for the remainder of accrued leave.

- 10.3.3 Where the employee is absent on long service (extended) leave and accident pay during the 20 day cycle and returns to work prior to or on the rostered day off the time involved during the current cycle shall be regarded as accruing 0.4 of one hour for each day of paid absence.

## 10.4 Personal/Carer's leave

## Use of Sick Leave

10.4.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of subclause 10.4.3.2 shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January, 1998 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

10.4.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.

10.4.3 The entitlement to use sick leave in accordance with this subclause is subject to:

10.4.3.1 the employee being responsible for the care of the person concerned; and

10.4.3.2 the person concerned being:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (v) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

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

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

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

10.4.4 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.

10.4.5 Subject to the evidentiary and notice requirements in 10.4.2 and 10.4.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 10.4.3 of 10.4 Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

10.4.6 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available 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.

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

#### Use of Annual (Recreation) Leave

10.4.8 An employee may elect with the employer's agreement to take annual leave not exceeding ten days in single day periods, or part thereof, in any calendar year at a time or times agreed by the parties to care for a person prescribed in subclause 10.4.3 of 10.4 Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

10.4.9 An employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

#### 10.5 Bereavement Leave

10.5.1 An employee other than a casual employee shall be entitled to up to two days Bereavement Leave without deduction of pay on each occasion of the death of a member of a class of person set out in subparagraph (ii) of subclause 10.4.3.2 of this clause.

10.5.2 The employee must notify the employer as soon as practicable of the intention to take Bereavement Leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.

10.5.3 Bereavement Leave shall be available to the employee in respect of the death of a person in relation to whom the employee could have utilised Carer's Leave as prescribed by this clause. The employee need not have been responsible for the care of the person concerned to be eligible for Bereavement Leave as prescribed in this subclause.

10.5.4 An employee shall not be entitled to Bereavement Leave under this clause during any period in respect of which the employee has been granted other leave.

10.5.5 Bereavement leave may be taken in conjunction with any other leave available to employees. Where such other available leave is to be taken in conjunction with Bereavement Leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.

10.5.6 Subject to the evidentiary and notice requirements in 10.5.2, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 10.4.3 of 10.4 Personal/Carer's Leave.

10.5.7 The employer and employee shall agree on the period for which the employee will not be entitled to be available to attend work. In the absence of agreement, the employee is entitled to not be available for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non attendance.

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

#### 10.6 Parental Leave

10.6.1 Parental leave conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Act and Regulation and will be in addition to those set out in the *Industrial Relations Act 1996* and the Regulation.

10.6.2 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.

#### 10.6.3 Right to Request

10.6.3.1 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.

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

10.6.3.3 The employee's request and the employer's decision made under 10.6.1 (ii) and 10.6.1 (iii) must be recorded in writing.

10.6.3.4 Where an employee wishes to make a request under 10.6.1 (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.

#### 10.6.4 Communication During Parental Leave

10.6.4.1 Where an employee is on parental leave and a definite decision has been made to introduce a 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 position 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 position the employee held before commencing parental leave.

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

10.6.4.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 10.6.4.1.

### **11. Tea Breaks**

- 11.1 A tea break during the morning period of not more than fifteen minutes' duration shall be allowed to each individual employee, at a time to be arranged by the employer, without deduction from their wages.
- 11.2 Provided that an employer may grant a tea break of not more than ten minutes' duration during both the morning and afternoon periods of the working day, under the same conditions as above. Where an afternoon tea break is taken the employer may direct that it be taken immediately prior to ceasing time.

### **12. Accommodation**

- 12.1 Employees who reside in Departmental premises and are provided with board and lodging by the employer shall be charged at the rates determined from time to time by the Department of Premier and Cabinet according to whether the employee is provided with full board and lodging or whether he attends to his/her own room and waits on himself/herself at table.
- 12.2 Where employees do not reside at the Farm, the employer shall provide free of charge a dining room fitted with sufficient and suitable table and seating accommodation together with an adequate supply of boiling water for employees at meal times. Pure drinking water shall be provided at suitable locations on each farm in clean containers where it is not available from a water service pipe.
- 12.3 Change rooms shall be provided by the employer and shall be used exclusively for that purpose. Where practicable, hot and cold showers shall be provided.

### **13. Settlement of Disputes**

Subject to the provisions of the *Industrial Relations Act 1996*, the undermentioned procedures shall be applied in the settlement of disputes -

- 13.1 Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and supervising staff, it shall be referred to the Departmental Personnel/ Industrial Officer or other officer nominated by the employer who will arrange for the matter to be discussed with the union or unions concerned.
- 13.2 Failing settlement of the issue at this level, the matter should be referred to senior management.
- 13.3 If the matter remains unsolved then either party may make application to the Industrial Relations Commission of New South Wales.
- 13.4 Whilst these procedures are continuing, no stoppage of work or any form of limitation of work shall be applied.
- 13.5 The right is reserved to the parties to vary this procedure where it is considered a safety factor is involved.

### **14. Terms of Engagement**

- 14.1 Employees shall be employed in accordance with the *Public Sector Employment and Management Act 2002*, and except in the case of misconduct, their engagement shall only be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of one week's wages in lieu, as the case may be.

### **15. Fares**

- 15.1 Any person selected for work and sent by the employer or his agent, including a Government Employment Bureau or Private Employment Agency, from the City to the country or from one country centre to another, or from a country centre to the City, shall have the necessary fares provided by the employer.

### 16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 13, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
- offering or providing junior rates of pay to persons under 21 years of age;
- any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*, or
- a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 16.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### 17. Area, Incidence and Duration

- 17.1 This award shall apply to all employees as defined herein.
- This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Farm Assistants (Department of Education and Training) Wages and Conditions Award published 17 November 2006 ( 361 I.G. 811) and all variations thereof.
- 17.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 20 March 2012.

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 - Wages

Classification	From 1.7.11 \$
Farm Assistant Class I	812.60
Class II	934.50
Flower Gardener	839.50

**Table 2 - Allowances**

Clause	Allowance	From 1.7.11 \$
6.6 Special Rates		
6.6.1	Tractor operation (per day)	4.12
6.6.2	Truck driving (per day)	4.12
6.6.3	Headers, etc (per day)	4.12
6.7	Broken Shift (per day)	12.49
6.9	Protective Clothing (per hour)	0.66
6.11	First meal per day	
	Subsequent meals	
6.10	First Aid (per day)	3.14

C. G. STAFF J.

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Printed by the authority of the Industrial Registrar.

## HEALTH EMPLOYEES' MEDICAL RADIATION SCIENTISTS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 178 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

### REVIEWED AWARD

1. Delete the Arrangement clause at commencement of award published 24 April 2009 (367 I.G. 1130) and insert in lieu thereof the following:-

#### Arrangement

Clause No.	Subject Matter
5	Anti-Discrimination
6	Area, Incidence and Duration
3	Conditions of Service
1	Definitions
4	Dispute Resolution
2	Salaries

Part B - Monetary Rates

Table 1 - Salaries and Allowances

2. Delete the definition "Union" in clause 1, Definitions, and insert in lieu thereof the following:

"Union" means the HSUeast.

3. Delete the definition of "Employer" in the said clause 1, and insert in lieu thereof the following:

"Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General)..

4. Delete definition of "Health Service" in clause 1, and insert in lieu thereof the following:

"Health Service" means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

5. In alphabetical order insert the new definition of "MRPB" in clause 1, Definitions, as follows:

"MRPB" means the Medical Radiation Practitioner Board of Australia

6. Delete the definition "Medical Radiation Scientist (MRS) (Diagnostic Radiographers)" in clause 1, Definitions, and insert in lieu thereof the following:

**"MEDICAL RADIATION SCIENTIST (MRS) (DIAGNOSTIC RADIOGRAPHERS)"**

"Diagnostic Radiographer" means a person who has acquired a Bachelor of Medical Radiation Science in Diagnostic Radiography and holds a Statement of Accreditation issued by the Australian Institute of Radiography. From 1 July 2012 Diagnostic Radiographers are required to hold registration with the MRPB.

MRS (Diagnostic Radiographer) Qualifications:

- Bachelor of Medical Radiation Science (Diagnostic Radiography).
- Bachelor of Applied Science (Medical Radiation Science) - (Diagnostic Radiography).
- Successful completion of a Diagnostic Radiography course recognised by the employer and the MRPB.
- Accreditation by the AIR. From 1 July 2012 must hold registration with the MRPB.

**LEVEL 1**

Progression from Level 1 to Level 2 is automatic upon completion of a PDY (full-time or part-time equivalent) in an approved department. The MRS at this level must have been granted provisional accreditation by the AIR. From 1 July 2012, the MRS at this level must have been granted provisional registration by the MRPB. The Level 2 progression shall be retrospective to the PDY completion anniversary date.

The Medical Radiation Scientist (MRS) (Diagnostic Radiographers) at this level is employed in an approved department during their first year post-graduation from a recognised university undergraduate course. This year may be referred to as their Provisional Development Year or PDY.

The MRS (Diagnostic Radiographer) at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, occupational health, safety and rehabilitation, manual handling and QA. They will be expected to work in an environment where there are multi-disciplinary teams.

**LEVEL 2 (Years 1 - 5)**

Progression through Level 2 is automatic, and occurs annually on the MRS' (Diagnostic Radiographer) anniversary. This level also maintains those who are still on the "thereafter" rate.

To satisfy the criteria for progression to Level 2 the MRS (Diagnostic Radiographer) will have completed the requirements for their PDY.

The MRS (Diagnostic Radiographer) at this level:

Demonstrates independent and significant professional knowledge and judgement to acquire and exhibit competency in all appropriate clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, OHS&R issues and Radiation Safety.

Is expected to provide a high level of patient care and management with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work place safety issues (eg. manual handling, infection control, etc.).

Demonstrates significant ongoing commitment to continuing professional education and actively participates in undergraduate student education and departmental in-service lectures.

**LEVEL 3****Grade 1 (Years 1 - 2: Specialist MRS)**

At completion of one-year full-time (or part-time equivalent) at Level 3, Grade 1, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 3, Grade 1, Year 2.

A MRS (Diagnostic Radiographer) may apply for a personal regrading to this level after not less than two years experience post accreditation or registration (i.e. Level 2, Year 2). The MRS (Diagnostic Radiographer) must display a suitable level of professionalism, as determined by their peers (Level 4 or above), and develop competency in at least one sub-speciality from the list below. A panel of at least three Chief MRS (Diagnostic Radiographers) or their representative will assess the application.

The relevant Health Service may also establish such positions at Level 3, Grade 1 or 2 as it deems appropriate from time-to-time.

The profession of MRS (Diagnostic Radiography) is free to bring forward new technologies and procedures as they develop with a view to gaining agreement of their inclusion in the criteria listed below.

MRS (Diagnostic Radiographers) seeking appointment to Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in complex clinical procedures including but not confined to:

- Education
- Applied Computer Science (including PACS)
- Paediatrics
- Clinical Supervisor
- QA
- Radiation Safety & Assessment
- CT
- Angiography
- Intra-operative interventional techniques
- MRI
- Ultrasound
- Mammography/Breast Imaging
- General/Trauma Radiography
- Dental Imaging
- Software development and application.

In addition, MRS (Diagnostic Radiographers) at this level are expected to:

Demonstrate a level of participation in teaching programs within and/or outside the establishment. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers and the public in a field relevant to Diagnostic Radiography.

Demonstrate an ability to supervise and be responsible for other MRS' (Diagnostic Radiographers).

Demonstrate an ability to supervise and assess clinical experience of MRS (Diagnostic Radiography) undergraduate students. Provide liaison between the universities and the clinical setting.

Be able to demonstrate active participation and involvement in development of techniques through associated reports, presentations, conferences, publications or work place in-service lectures.

Contribute to Quality Assurance activities.

Display judgement and demonstrate a high level of initiative and independence in problem solving.

OR

Possess a post graduate certificate in a relevant area of specialisation.

**LEVEL 3****Grade 2 (Years 1 - 2: Consultant MRS)**

At completion of one year full-time (or part-time equivalent) at Level 3, Grade 2, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 3, Grade 2, Year 2.

The MRS (Diagnostic Radiographer) after not less than the completion of 12 months service at Level 3, Grade 1, Year 2 may apply to the Chief MRS (Diagnostic Radiographer) for personal progression to Level 3, Grade 2. The applicant will be assessed by a panel of at least three Chief MRS' (Diagnostic Radiographers) or their representatives.

The MRS (Diagnostic Radiographer) after not less than the completion of 12 months service at Level 3, Grade 1, Year 2 may apply to the Chief MRS (Diagnostic Radiographer) for personal progression to Level 3, Grade 2. The applicant will be assessed by a panel of at least three Chief MRS' (Diagnostic Radiographers) or their representatives.

The MRS (Diagnostic Radiographer) at this level will have extensive clinical expertise related to specific areas/modalities and be able to demonstrate a high level of competency and a consistently high standard of practice, as outlined in Level 3, Grade 1 and as determined by their peers (Level 4 and above). They will be expected to demonstrate their expertise through the development and maintenance of protocols, clinical reviews, teaching and delivery of in-service and presentations of papers/publications related to their area of expertise at departmental level and at conferences at national or international level. They may be called on in an advisory capacity to assist other MRS' (Diagnostic Radiographers) with difficulties encountered within specific situations relating to their area of expertise.

Applicants should have substantiated reports by Senior MRS' (Diagnostic Radiographers) Level 4 or above and/or Staff Specialists. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from an MRS. (Diagnostic Radiographer). This wider acknowledgment of their expertise may be for example, in publications in peer-reviewed journals.

The MRS (Diagnostic Radiographer) Level 3, Grade 2 may also be designated as the Clinical Imaging Educator/Tutor.

This position would be responsible to the Chief MRS (Diagnostic Radiographer) for the identification, provision and delivery of continuing education for MRS' (Diagnostic Radiographers) with both clinical and general management components. In addition, responsible for the co-ordination and determined service delivery of the educator/tutor function for undergraduates on clinical placement and MRS (Diagnostic Radiographers) undergoing PDY.

**LEVEL 3****Grade 3**

The MRS (Diagnostic Radiographer) at this level must have obtained an appropriate recognised postgraduate diploma allied to their area of expertise. This refers to post graduate diploma in areas such as (but not restricted to) ultrasound, CT, MRI, mammography, angiography, QA, management, education, research or IT. Such applicable diplomas must be relevant to the area of specialisation.

**LEVEL 4****Grade 1 (Years 1 - 2: Section Manager / Assistant Chief MRS/Sole Chief MRS)**

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1, the MRS (Diagnostic Radiographer) will automatically progress to Level 4, Grade 1 Year 2.



A MRS (Diagnostic Radiographer) at this level would manage the operations of a section or functional unit (specialist or general) within the Diagnostic Radiology department and discharge the associated administrative duties. These operations include day to day management, throughput and patient care, patient scheduling as well as immediate staffing. The MRS (Diagnostic Radiographer) would be responsible to the Assistant Chief MRS (Assistant Chief Diagnostic Radiographer) or the Chief MRS (Chief Diagnostic Radiographer) for the overall QA, organisation, activities and maintenance of standards within the particular specialised section.

OR

MRS' (Diagnostic Radiographers) at this level may be a sole Chief MRS (Diagnostic Radiographer) responsible to a Health Manager for both the clinical and financial management of the Imaging Department.

OR

An MRS (Diagnostic Radiographer) at this level may be an Assistant Chief MRS (Diagnostic Radiographer) within a department with 4-7 FTE MRS (Diagnostic Radiographers) in addition to other associated department staff eg. clerical, hospital assistants, etc.

OR

Possess a Masters Degree in an area of Medical Radiation Science specialisation which is relevant to medical imaging and which will benefit the profession. Eligibility requires a minimum of three years equivalent clinical practice after successful completion of a PDY.

#### **LEVEL 4**

##### **Grade 2**

An MRS (Diagnostic Radiographer) at this level would manage an area of the Diagnostic Radiology department with at least two specialist modalities such as 2 CT units or 2 Angiographic units

OR

two imaging sections within a tertiary referral teaching hospital e.g. Operating Suite and General Radiography.

In a department of only one specialist modality it may be appropriate to have only one position at this level but the focus of the position would be the decision of the relevant Health Service.

The areas referred to in this section would include a number of imaging sections or units, such as all CT units or all angiographic units. The manager of the area would have the responsibility for the overall organisation of the designated area and be responsible for tasks such as coordinated implementation of existing and new techniques, creation of protocols for scheduling and training, overall waiting list management and ensuring all resources are used in the most effective manner.

OR

The MRS (Diagnostic Radiographer) at this level may be a Chief MRS (Diagnostic Radiographer) who manages a department with 2-3 FTE MRS' (Diagnostic Radiographers) in addition to other associated department staff eg. clerical, hospital assistants.

OR

The MRS (Diagnostic Radiographer) at this level may be an Assistant Chief MRS (Diagnostic Radiographer) within a department with 8-14 FTE MRS' (Diagnostic Radiographers) in addition to other associated department staff eg. clerical, hospital assistants, etc.

OR

At this level the MRS (Diagnostic Radiographer) will have the duties and responsibilities of an MRS Section Manager (Level 4 Grade 1) but possess a post graduate diploma or masters degree in an area of relevance to their position. The post graduate diploma /masters degree will have been completed after a minimum four years clinical experience. Such a position is to receive accelerated progression to Level 4, Grade 2, Year 2.

**LEVEL 5****Grade 1**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 4-7 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff eg. clerical, hospital assistants, etc.

OR

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with 15 - 19 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

OR

At this level the MRS (Diagnostic Radiographer) is responsible for coordinating and managing a complex function for example, but not limited to: IT, PACS/RIS, CT, US etc. across a Local health District(s).

OR

Has completed a PhD in a relevant area of specialisation.

**LEVEL 5****Grade 2**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 8-14 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

OR

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with 20-24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

**LEVEL 5****Grade 3**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 15-19 FTE MRS (Diagnostic radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

OR

The MRS (Diagnostic Radiographer) at this level is an Assistant Chief MRS (Diagnostic Radiographer) within a department with more than 24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants etc.

**LEVEL 6****Grade 1**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 20-24 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants etc.

#### **LEVEL 6**

##### **Grade 2**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 25-30 FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc.

#### **LEVEL 6**

##### **Grade 3**

The MRS (Diagnostic Radiographer) at this level is a Chief MRS (Diagnostic Radiographer) who manages a department with 31 or more FTE MRS (Diagnostic Radiographers) in addition to other associated departmental staff e.g. clerical, hospital assistants, etc

NB: FTEs refer to establishment radiographer positions only.

7. Delete the definition "Medical Radiation Scientist (MRS) (Nuclear Medicine)" in clause 1, and insert in lieu thereof the following:

"MEDICAL RADIATION SCIENTIST (MRS) (NUCLEAR MEDICINE)"

A MRS (Nuclear Medicine) means a person who has acquired a Bachelor of Applied Science in Medical Radiation Science - Nuclear Medicine or equivalent qualifications recognised by the MRPB and currently holds a radiation license under the Radiation Control Act 1990. From 1 July 2012, an MRS (Nuclear Medicine) must hold registration with the MRPB. Employees employed as MRS (Nuclear Medicine) are classified into six levels as follows:

#### **LEVEL 1 - PDY MRS (Nuclear Medicine)**

The MRS (Nuclear Medicine) at this level are employed in an Australian and New Zealand Society of Nuclear Medicine (ANZSNM) approved department during their first year post graduation from a University undergraduate or postgraduate course/program recognised by the MRPB. This year may be referred to as their Professional Development Year (PDY).

The MRS (Nuclear Medicine) at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, workplace safety, Radiation Safety, Occupational Health and Safety, and Manual Handling.

Progression from Level 1 to Level 2 is upon completion of their PDY (full-time or part-time equivalent) in an approved department. The MRS (Nuclear Medicine) PDY must also have been granted accreditation with the ANZSNM. From 1 July 2012, the MRS (Nuclear Medicine) PDY must have been granted provisional registration with the MRPB.

NB. The level 2 progression shall be retrospective to their successful completion of their PDY.

#### **LEVEL 2 (Years 1 - 5)**

The MRS (Nuclear Medicine) at this level have completed at least one year full time employment or equivalent in an ANZSNM approved Department and obtained their accreditation. From 1 July 2012 the MRS (Nuclear Medicine) must hold registration with the MRPB.

The MRS (Nuclear Medicine) at this level:

Demonstrates independent and significant professional knowledge and judgement when performing clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex Nuclear Medicine procedures including Quality Improvement/Assurance programmes.

Is expected to provide a high level of patient care and continue to develop their knowledge regarding work place safety issues (eg. Manual Handling, OH&S).

Demonstrates significant ongoing commitment to continuing education and participates in undergraduate student education and departmental in-service lectures

Progression through Level 2 is automatic, and occurs annually on the MRS (Nuclear Medicine's) anniversary of accreditation or registration.

### **LEVEL 3**

#### **Grade 1 (Years 1-2: Specialist MRS (Nuclear Medicine))**

The MRS (Nuclear Medicine) may apply for a personal regrading to this level after not less than two years experience post accreditation or registration (full-time or part-time equivalent). The MRS (Nuclear Medicine) must display a suitable level of professionalism, as determined by their peers, and develop competency in at least one essential criterion and 3 desirable criteria from the list below. A panel of at least three Chief MRS (or their representative) will assess the application.

#### Essential Criteria

Undertake relevant workplace academic postgraduate certificate, diploma or higher qualification or other "relevant" professional qualifications i.e. Ultrasound, BMD, CT (hybrid course).

OR

Develop a high level of competency within area/s of specialty with a minimum of 12months (not necessarily continuous) experience in those relevant area/s. Areas of specialty may include: Education, applied computer science (including PACS), paediatrics, clinical supervisor, QA, Radiopharmacy, Software development and application etc.

OR

Develop a consistently high standard of practice within the profession and has proven problem solving skills. The MRS (Nuclear Medicine) at this level should also be actively involved in the organisation and management of the workplace (eg. Staff mentoring, IT duties, Staff Appraisals, QA, QC).

#### Desirable Criteria

Demonstrated high standard of practice within the profession, through the active involvement in areas such as conferences, lectures, seminars, continuing education or professional development.

Published papers, presentations or preparation of significant reports.

Active involvement in workplace in-services.

Contributes to the establishment of clinical protocols and development of techniques.

Demonstrate competency in, and a detailed knowledge of complex clinical procedures

Demonstrates an ability to supervise and assess clinical experience of MRS undergraduate students.

Involved in department quality management activities, including protocols and procedures

Involved in research either performed in the department or in conjunction with the department.

Participation in relevant professional committees. Example of these may be radiation safety, OH&S, QA or Health Service committees relevant to the professional activities of Nuclear Medicine.

The profession of Nuclear Medicine is free to bring forward new technologies and procedures as they develop with a view to gaining agreement of their inclusion in the above listed criteria.

At completion of one-year full time (or part time equivalent) at Level 3 Grade 1 Year 1, the MRS (Nuclear Medicine) will automatically progress to Level 3 Grade 1 Year 2.

### **LEVEL 3**

#### **Grade 2 (Year 1-2: Specialist / Educator Co-ordinator MRS (Nuclear Medicine))**

The MRS (Nuclear Medicine) may after not less than the completion of 2 years service (full-time or part-time equivalent) at Level 3, Grade 1, Year 2 apply to the Chief MRS for personal progression to Level 3, Grade 2, Year 1. A panel of at least three Chief MRS (or their representative) will assess the application.

MRS (Nuclear Medicine) must have clinical expertise related to specific areas/modalities and be able to demonstrate a high level of competency and a consistently high standard of practice, as outlined in Level 3, Grade 1 and as determined by their peers (Level 4 and above).

They will be expected to demonstrate their expertise through the development and maintenance of protocols, clinical reviews, teaching and delivery of in-service and presentations of papers/publications related to their area of expertise at departmental level and at conferences at national or international level. They may be called on in an advisory capacity to assist other MRS (Nuclear Medicine) with difficulties encountered within specific situations relating to their area of expertise.

Applicants should have substantiated reports/appraisals by Senior MRS (Level 4 or above) and/or Staff Specialists. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from a MRS (Nuclear Medicine). This wider acknowledgment of their expertise may be in publications in peer-reviewed journals.

OR

The MRS (Nuclear Medicine) Level 3, Grade 2 may also be designated as the Nuclear Medicine Department Educator / Tutor co-ordinator.

This position would be responsible to the Level 5 & 6 MRS (Nuclear Medicine) for the identification, provision and delivery of continuing education for the department, including both clinical and general management components. In addition, responsible for the co-ordination and determined service delivery of the tutor function for undergraduates on clinical placement and MRS (Nuclear Medicine) undergoing their PDY. This position would also be expected to liaise with the relevant professional bodies (e.g. Mentor program, accreditation, ANZSNM and NSWSNMS).

At completion of one-year full time (or part time equivalent) at Level 3 Grade 2 Year 1, the MRS (Nuclear Medicine) will automatically progress to Level 3 Grade 2 Year 2.

### **LEVEL 3**

#### **Grade 3**

The MRS (Nuclear Medicine) at this level must have obtained an appropriate postgraduate diploma allied to their area of expertise. This refers to post graduate qualifications in areas such as (but not restricted to)

ultrasound, CT, QA, management, education, research or IT. Such applicable qualifications must be relevant to the area of specialisation.

#### **LEVEL 4**

##### **Grade 1 (Year 1-2: Section Manager)**

The MRS (Nuclear Medicine) at this level is responsible for the scheduling and adaptation of services within a section of a Nuclear Medicine department. They must possess excellent leadership, communication and interpersonal skills. A MRS (Nuclear Medicine) at this level performs the clinical duties and some associated administrative duties (e.g. policy and procedure development and implementation) of that section, under the direction of the Level 5 and/or Level 6 MRS (Nuclear Medicine).

OR

Research Co-ordinator MRS

The MRS at this level is primarily responsible for the co-ordination and development of research projects within the department. This MRS is required to liaise with related groups such as clinical departments, university faculties or private companies. This MRS is to be known as the research co-ordinator. At completion of one-year full time (or part time equivalent) at Level 4, Grade 1, Year 1 the MRS (Nuclear Medicine) will automatically progress to Level 4, Grade 1, Year 2.

#### **LEVEL 4**

##### **Grade 2 (Year 1-2: Section Manager)**

The MRS (Nuclear Medicine) at this level is responsible for the scheduling and adaptation of services within a section of a Nuclear Medicine department. They must possess excellent leadership, communication and interpersonal skills. A MRS (Nuclear Medicine) at this level performs the clinical duties and some associated administrative duties (e.g. policy and procedure development and implementation) of that section, under the direction of the Level 5 and/or Level 6 MRS (Nuclear Medicine).

AND

The MRS at this level must have obtained an appropriate postgraduate diploma or above allied to their area of expertise. This refers to post graduate qualifications in areas such as (but not restricted to) ultrasound, CT, QA, management, education, research or IT. Such applicable qualifications must be relevant to the area of specialisation.

At completion of one-year full time (or part time equivalent) at Level 4, Grade 2, Year 1 the MRS (Nuclear Medicine) will automatically progress to Level 4, Grade 2, Year 2.

#### **LEVEL 5**

##### **Grade 1 (Deputy Chief MRS)**

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with less than 3 gamma cameras. This MRS is to be known as the Deputy Chief MRS.

A MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g. Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 1 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

#### **LEVEL 5**

**Grade 2 (Deputy Chief MRS)**

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with 3 or more gamma cameras. This MRS is to be known as the Deputy Chief MRS.

A MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g. Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 2 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

**LEVEL 5****Grade 3 (Deputy Chief MRS)**

The MRS (Nuclear Medicine) at this level is responsible for providing managerial support to the Chief MRS (Nuclear Medicine) in a Nuclear Medicine Department with 3 or more gamma cameras including a dedicated PET facility. This MRS is to be known as the Deputy Chief MRS.

A MRS (Nuclear Medicine) at this level performs a combination of both clinical and administrative duties under the direction of the Chief MRS (Nuclear Medicine) e.g. Policy/procedure development and implementation, provide feedback and performance appraisals of less experienced MRS (Nuclear Medicine).

The Level 5, Grade 3 MRS (Nuclear Medicine) also possesses an understanding of hospital and departmental administration, and a working knowledge of purchasing requirements.

**LEVEL 6****Grade 1 (Chief MRS (Nuclear Medicine))**

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6 Grade 1 include: HR management, recruitment and selection of personnel, complaint handling, departmental accreditation, QA (EquiP) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6 Grade 1 MRS must perform.

The Level 6 Grade 1 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department with less than 3 gamma cameras, in addition to other associated departmental staff eg. clerical, hospital assistants etc. This MRS is to be known as the Chief MRS.

OR

The Level 6 Grade 1 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is not accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

**LEVEL 6****Grade 2 (Chief MRS (Nuclear Medicine))**

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6, Grade 2 include: HR management, recruitment and selection of personnel, complaint handling, departmental accreditation, QA (EquiP) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6, Grade 2 MRS must perform.

The Level 6, Grade 2 MRS (Nuclear Medicine), is responsible for managing a Nuclear Medicine Department with 3 or more gamma cameras, in addition to other associated departmental staff eg. clerical, hospital assistants etc.

AND

The Level 6, Grade 2 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

## **LEVEL 6**

### **Grade 3**

The Chief MRS (Nuclear Medicine) has ultimate responsibility for service standards, patient throughput, continuing education, research, training of MRS (Nuclear Medicine) staff and students as well as liaison with appropriate universities and with relevant other bodies.

Duties of the MRS Level 6, Grade 3 include: HR management, recruitment and selection of personnel, complaint handling, departmental accreditation, QA (EquiP) maintenance, financial, expenditure and resource management. Administration and clinical management, delegation and negotiation skills and development, and implementation of policies/procedures and strategic business plans are also tasks that the Level 6, Grade 3 MRS must perform.

The Level 6, Grade 3 MRS (Nuclear Medicine), is responsible for managing a Nuclear Medicine Department with 3 or more gamma cameras including a dedicated PET facility, in addition to other associated departmental staff e.g. clerical, hospital assistants etc.

AND

The Level 6, Grade 3 MRS (Nuclear Medicine) is responsible for managing a Nuclear Medicine Department that is accredited by the Australian and New Zealand Association of Physicians in Nuclear Medicine for the training of advanced registrars in Nuclear Medicine. This MRS is to be known as the Chief MRS.

8. Delete the definition "Medical Radiation Scientist ((Radiation Therapist)" in clause 1, and insert in lieu thereof the following:

"MEDICAL RADIATION SCIENTIST (RADIATION THERAPIST)"

A MRS (Radiation Therapists means a person who has acquired a Bachelor of Medical Radiation Science (Radiation Therapy)/Bachelor of Applied Science (Medical Radiation Sciences) - Radiation Therapy; or has qualifications deemed equivalent by the employer and recognised by the MRPB. From 1 July 2012, MRS (Radiation Therapists) must hold registration with the MRPB. Employees employed as a Medical Radiation Therapist are classified into one of the following six levels:

### **LEVEL 1**



The Medical Radiation Scientists ('MRS') (Radiation Therapists) at this level are employed in an approved department during their first year post-graduation from a recognised university undergraduate course. This year may be referred to as their Professional Development Year (PDY).

The MRS at this level shall develop a capacity to apply knowledge, skills, professional judgement and show initiative in solving routine professional issues involving patient care, radiation safety, occupational health, safety and rehabilitation, manual handling and QA. They will be expected to work in an environment where there are multi-disciplinary teams.

Progression from Level 1 to Level 2 is upon their successful completion of their PDY (full-time or part-time equivalent) in an approved department. The MRS (PDY) must also have been granted provisional accreditation with the AIR. From 1 July 2012, the MRS (PDY) must have been granted provisional registration by the MRPB. The Level 2 progression shall be retrospective to the PDY anniversary date.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

### **LEVEL 2 (Years 1 - 5)**

Radiation Therapists at this level have completed the requirements for the PDY and progression from Level 1. Radiation Therapists at Level 2 and above shall have a high level of patient care and understanding towards the patient; involvement in Occupational Health Safety & Rehabilitation and Quality Assurance matters; and work in an environment where there are multi disciplinary teams.

Radiation Therapists operating at this level are required to demonstrate competency within the areas of patient treatment, planning and delivery; and active involvement/ participation in workplace in-services.

The MRS at this level:

Demonstrates independent and significant professional knowledge and judgment to acquire and exhibit competency in all appropriate clinical tasks.

Begins to take an active part in multidisciplinary teams and gain experience in the more complex modalities of their department, including Quality Improvement/Assurance programmes, OHS&R issues and Radiation Safety.

Is expected to provide a high level of patient care and treatment planning and delivery with an understanding of patient needs and psychology, and continue to develop their knowledge regarding work place safety issues (e.g. manual handling).

Demonstrates significant ongoing commitment to continuing education and professional development, and participates in undergraduate student education and departmental in-service lectures.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 2 is automatic, and occurs annually on the MRS' anniversary. This level also maintains those who are still on the "thereafter" rate.

### **LEVEL 3**

#### **Grade 1 (Years 1 - 2: Radiation Therapist Specialist)**

A Radiation Therapist may apply to the Chief Radiation Therapist for a personal regrading to this level after not less than two years post accreditation experience (i.e. Completion of Level 2, Year 2). The application will be assessed by a panel of at least three Chief Radiation Therapists. The relevant Health Service may also establish such positions at Level 3, Grade 1 that it deems appropriate, from time to time.

Radiation Therapists seeking appointment at Level 3, Grade 1 shall be required to demonstrate a high level of knowledge and proficiency in at least two complex clinical procedures including but not confined to:

Treatment planning and delivery:

CNS

- Multi-field junctional techniques (3 fields or more)
- Mono isocentric techniques
- Conformal therapy
- Brachytherapy (both treatment and planning)
- Radiosurgery/stereotactic
- Intensity Modulated Radiation Therapy
- Paediatric radiation therapy
- Complex radiation therapy techniques related to specific trials and protocols
- 3-Dimensional Treatment Planning
- Technique development
- Complex mould-room procedures

The Association and the employer are free to bring forward new technologies and procedures as they develop, with a view to gaining agreement on their inclusion in the above-listed criteria.

In addition, Radiation Therapists at this level are expected to:

- Demonstrate a record of participation in teaching programmes within and/or outside the place of work. This teaching may include undergraduate, postgraduate students, other health professionals, patients and their carers or the public in a field relevant to Radiation Therapy;
  - Demonstrate an ability to supervise and be responsible for other Radiation Therapists;
  - Demonstrate an ability to supervise and assess clinical experience of Radiation Therapy undergraduate students. Provide liaison between the Universities and the clinical setting; and
  - Be able to demonstrate active participation/involvement in research and development through associated reports, presentations, conferences, publications; or workplace in-services.
- At completion of one-year full-time (or part-time equivalent) at Level 3, Grade 1, Year 1, the MRS will automatically progress to Level 3, Grade 1, Year 2.
- Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

### **LEVEL 3**

#### **Grade 2 (Years 1-2: Radiation Therapist Consultant)**

A Radiation Therapist may, after not less than the completion of 12 months service at Level 3, Grade 1 Year 2, apply to the Chief Radiation Therapist for personal progression to Level 3, Grade 2 (Year 1) - Radiation Therapist Consultant and will be assessed by a panel of at least three Chief Radiation Therapists.

The relevant Health Service may also establish such positions at Level 3, Grade 2 (Radiation Therapist Consultant) that it deems appropriate, from time to time.

Radiation Therapist Consultants have clinical expertise related to specific areas of radiation therapy e.g. Paediatric specialty, stereotactic radiosurgery, clinical review, counselling, head and neck cancers, genito-urinary cancers etc, and may be called on in an advisory capacity to assist other Radiation Therapists with difficulties encountered within specific situations relating to their area of expertise.

The Radiation Therapist Consultant will be expected to demonstrate their expertise through the development and maintenance of protocols, delivery of in-services and presentation of papers related to their area of expertise at departmental level and at conferences at national or international level.

In addition to the criterion for Level 3 Grade 1, the Radiation Therapist must be able to demonstrate expertise in 2 further speciality areas, or one further speciality area and a postgraduate qualification deemed appropriate to the profession by the panel.

The Level 3 Grade 2 Radiation Therapist should also demonstrate an increased involvement in teaching and presentations/publications.

Applicants should have substantiated reports by Senior Radiation Therapists (Level 4 or above) and/or Radiation Oncologists and/or other associated health service managers. The reports should focus on the expertise, judgement, and provision of advice by the applicant, together with the impact on services provided by the Radiation Therapy department arising from the work of the applicant. A minimum of two reports should be included and at least one must be from a Radiation Therapist. This wider acknowledgment of their expertise may be in publications in peer-reviewed journals.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 3, Grade 2, Year 1, the MRS will automatically progress to Level 3, Grade 2, Year 2.

#### **LEVEL 4**

##### **Grade 1 (Years 1 - 2: Section/Functional Unit Manager/Senior Radiation Therapist)**

A Radiation Therapist at this level would manage the operations of a section or functional unit of a Radiation Therapy Department and discharge associated administrative duties.

A section or unit within this level is a single treatment machine where the managers would be responsible for the administrative detail, such as day to day running, throughput and patient care, patient scheduling, as well as immediate staffing. The Radiation Therapist at this level would also be responsible for maintaining adequate QA on patient treatment sheets, record and verify systems (including data entry) Portal films, EPI and billing data entry requirements. The Radiation Therapist would also be actively involved in ensuring all treatment deviations are investigated, reported and corrective measures implemented where appropriate. A section or unit may also relate to sections within the treatment planning area. These sections may include, but are not limited to simulator, mould room and planning room.

Radiation Therapy Level 4 Grade 1 positions may also be established as multidisciplinary team co-ordinators, where the Radiation Therapist is responsible for the management and associated duties of the multidisciplinary team functions.

Radiation Therapy Level 4 Grade 1 positions may also be established as Radiation Therapist - Education.

A position of Radiation Therapist - Education is responsible to the Chief Radiation Therapist for the identification, provision and delivery of continuing education for Radiation Therapists, with both clinical and general management components; and for the co-ordination and appropriate service delivery of the tutor

function for undergraduates/trainees on clinical placement and Radiation Therapists in their Professional Development Year.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 1, Year 1, the MRS will automatically progress to Level 4, Grade 1, Year 2.

#### **LEVEL 4**

##### **Grade 2 (Years 1 - 2: Radiation Therapist Supervisor)**

A Radiation Therapist at this level would manage an area of a Radiation Therapy Department, such as treatment planning or treatment delivery, OH&S and or radiation safety legislation and Equip co-ordinators. The Radiation Therapist at this level would be expected to maintain expertise in radiation therapy planning, simulation and treatment delivery.

The Radiation Therapist in this position would be responsible for the overall Quality Assurance, organisation, activities and maintenance of standards within the particular area in conjunction with the Chief Radiation Therapist and Deputy Chief Radiation Therapist.

The area referred to in this level would include a number of the sections or units, such as all the treatment machines and the total planning area. The manager of an area would have responsibility for the overall organisation of the designated area and be responsible for tasks such as coordinated implementation of existing and new techniques, overall waiting list management, ensuring planning and treatment resources are used in the most effective manner. The radiation therapist would also be responsible for ensuring all treatment deviations are investigated, reported and corrective measures are implemented where appropriate.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

At completion of one year full-time (or part-time equivalent) at Level 4, Grade 2, Year 1, the MRS will automatically progress to Level 4, Grade 2, Year 2.

#### **LEVEL 5 (Years 1 - 3)**

A Radiation Therapist at this level is an Assistant Chief Radiation Therapist who assists in the management of a Radiation Therapy department of a hospital.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 5 is automatic, and occurs annually on the MRS' anniversary.

#### **LEVEL 6 (Years 1 - 3)**

A Radiation Therapist at this level manages a Radiation Therapy department of a hospital. The Chief Radiation Therapist has ultimate responsibility for patient service standards and patient throughput, continuing education, research, training of radiation therapy staff and students; liaison with appropriate universities and with relevant other bodies.

Radiation Therapists at this level are responsible for their own Continuing Professional Development as determined and required by the MRPB.

Progression through Level 6 is automatic, and occurs annually on the MRS' anniversary.

9. Delete clause 4, No Extra Claims in entirety and renumber subsequent clauses accordingly.

10. Delete renumbered clause 6, Area, Incidence and Duration, and insert in lieu thereof the following:-

**6. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Health Employees Medical Radiation Scientists (State) Award published 31 March 2006 (358 IG 727) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the NSW Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.
- (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 NSW on 28 April 1999 (310 I.G. 359) take effect on 29 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made

C.G. STAFF J

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## NSW HEALTH SERVICE HEALTH PROFESSIONALS (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 186 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

### REVIEWED AWARD

1. Delete subclause 2.3 of clause 2, Definitions, of the award published 24 April 2009 (367 I.G. 1277) and insert in lieu thereof the following:
  - 2.3 "Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales, and includes a delegate of the Director-General.
2. Delete subclause 2.4 of clause 2, and insert in lieu thereof the following:
  - 2.4 "Heads of Departments" are responsible for leading, directing and administering a department and the supervision of staff that work within the department. The staff supervised may include other health professionals and technical and support staff. Heads of Department may have responsibilities across a number of facilities/sites within a Local Health District.
3. Delete subclause 2.11 of clause 2, and insert in lieu thereof the following:
  - 2.11 "Union" means HSUeast.
4. Delete subclause 11.1 of clause 11, No Extra Claims and renumber existing subclause 11.2 to read as 11.1.
5. Delete subclause 12.1.4 of clause 12, Translation Arrangements, and insert in lieu thereof the following:
  - 12.1.4 Any disputes that cannot be resolved at a Local Health District level should be referred to the Employer and Union for consideration at a peak level committee, which will subsequently make a recommendation to the Local Health District.
6. Delete clause 14, Area, Incidence and Duration, and insert in lieu thereof the following:

#### 14. Area, Incidence and Duration

- 14.1 This Award rescinds and replaces the NSW Health Service Health Professionals (State) Award published 14 March 2008 (365 IG 312).
- 14.2 This Award applies to persons employed in health professional classifications as defined in the NSW Health Service under s115(1) of the Health Services Act 1997, excluding the County of Yancowinna.
- 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 NSW on 28 April 1999 (310 I.G. 359) and take effect on 29 March 2012.
- 14.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

7. Delete "Level 8 - Discipline Specific Director/Advisor" in Schedule B, Classification of Health Professional Positions" and insert in lieu thereof the following:

**Level 8 - Discipline Specific Director/Advisor**

Positions at this level lead, direct, co-ordinate and provide strategic advice on major functions or work areas within a Local Health District(s), a geographic region, zone or clinical network. Positions at this level will make a major contribution towards the development and achievement of the strategic directions of the Local Health District(s). They have significant responsibility for the resources under their control.

Discipline Directors/Advisors will exercise a high degree of independence in the determination of overall workforce and clinical service strategies, priorities, work standards and the allocation of resources.

The position will make independent decisions related to area wide expert practice in their field and will be responsible for outcomes for clients and the organisation from the practice of other health professionals and staff. The position participates in strategic management and service development decisions.

The position requires expert professional knowledge of methods, principles and practice and skills across client groups and work areas.

Positions at this level are required to apply senior strategic processes in the management of departmental resources and services.

Positions at this level have a combination of operational and strategic roles as follows:

has professional responsibility with regard to strategic workforce and service development and professional practice across a Local Health District(s), a geographic region, zone or clinical network

provides professional co-ordination and leadership across a Local Health District(s), a geographic region, zone or clinical network to department heads

acts as a central point of contact for strategic consultation and liaison with Senior Executive management and the Allied Health Director/Advisor

may have a dual role of department head

may be required to provide an expert speciality consultancy role in their area of expertise

may be involved in the provision of relevant clinical or leadership training, management development and/or mentoring to staff within the Local Health District(s), geographic region, zone or clinical network.

The varying size and complexity of disciplines and the scope of the Discipline Director/Advisor positions and the consequent impact on the nature of the work are reflected in the different grading of positions as follows:

Where the area of responsibility includes up to 25 full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 1

Where the area of responsibility includes more than 25 - 55 full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 2

Where the area of responsibility includes more than 55 - 100 other full time equivalent health professionals or technical and other support staff providing clinical input - Level 8, Grade 3

Where the area of responsibility includes more than 100 other full time equivalent health professionals or technical other support staff providing clinical input - Level 8, Grade 4.

The criteria for a Discipline Director/Advisor positions will generally rely on the number of full time equivalent health professionals or technical and other support staff within the area of responsibility. This does

not preclude the employer from taking into account other aspects or demands of the role required including a significant variance between the actual number of staff managed to the FTE figure, organisational complexity, range and scope of duties and other responsibilities to be undertaken.

8. Delete classification of "Occupational Therapist" in Schedule C, Qualification Requirements, and insert in lieu thereof the following:

**Occupational Therapist**

Must hold qualifications recognised for registration with the Occupational Therapy Board of Australia.

From 1 July 2012 must hold general registration with the Occupational Therapists Board of Australia.

9. Delete classification of "Physiotherapist" in Schedule C, Qualification Requirements, and insert in lieu thereof the following:

**Physiotherapist**

Must hold qualifications recognised for registration with the Physiotherapy Board of Australia.

Must hold general registration with the Physiotherapy Board of Australia.

10. Delete classification of "Podiatrist" in Schedule C, Qualification Requirements, and insert in lieu thereof the following:

**Podiatrist**

Must hold qualifications recognised for registration with the Podiatry Board of Australia.

Must hold general registration with the Podiatry Board of Australia.

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**SERIAL C7861****PUBLIC HOSPITAL (TRAINING WAGE) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 193 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

**REVIEWED AWARD**

1. Delete the definition of "Ambulance Service" in clause 2, Definitions, of Part A of the Award published 2 June 2000 (315 I.G. 1415) and insert in lieu thereof the following:

"Ambulance Service" means the Ambulance Service of NSW as referred to in section 67A of the Health Services Act 1997.

2. Delete the definition of "Corporation" in clause 2, Definitions.

3. Insert alphabetically in clause 2, Definitions the following:

"Ministry" means the Ministry of Health

4. Delete subclause (c) of clause 3, Application, and insert in lieu thereof the following:-

- (c) Notwithstanding the foregoing, this Award shall not apply to employees who were employed under any legally registered award of the Industrial Relations Commission of New South Wales or other industrial instrument prior to the date of approval of a traineeship scheme relevant to the Ministry, except where agreed between the Ministry and the relevant union(s).

5. Delete paragraphs (i) and (ii) of subclause (e) of clause 6, Training Conditions, and insert in lieu thereof the following:-

- (i) the achievement of key competencies required for successful participation in the workplace where these have not previously been achieved (eg, literacy, numeracy, problem solving, team work, using technology) and as are proposed to be included in the Australian Quality Training Framework, Certificates at Level 1, or future qualifications at Level 1, as determined from time to time by the Australian National Training Authority and/or the New South Wales Department of Education and Communities.

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise.

- (ii) The achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Quality Training Framework, Certificates at Level 2, or future qualifications at Level 2, as determined from time to time by the Australian National Training Authority and/or the New South Wales Department of Education and Communities.

6. Delete clause 10, Area, Incidence and Duration, and insert in lieu thereof the following:-

**10. Area, Incidence and Duration**

- (i) This Award shall apply to all classes of trainees in Appendix A-Industry/Skill Levels.

(ii) Any existing award or other industrial instrument provisions for the Australian Traineeship System (ATS) or Career Start Traineeship (CST) shall only remain applicable in relation to Australian Traineeship System trainees who commenced and are continuing a traineeship with a Health Service before the commencement of this award.

(iii) This award shall rescind and replace the Public Hospital Training Wage (State) Award published 7 August 1998 and all variations thereof.

(iv) 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 NSW on 28 April 1999 (310 I.G. 359) take effect on 29 March 2012.

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

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**PUBLIC HOSPITAL MEDICAL PHYSICISTS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 194 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

**REVIEWED AWARD**

1. Delete the definition "Union" in clause 1, Definitions, of the award published 15 May 2009 (367 I.G. 1870) and insert in lieu thereof the following:

'Union' means the HSUeast.

2. Delete the definition "Accredited Medical Physicist" in clause 1, Definitions, and insert in lieu thereof the following:

'Accredited Medical Physicist' means a Medical Physicist who has been awarded accreditation by the relevant ACPSEM accreditation panel for a Medical Physics specialty, or by another suitably recognised accreditation body acceptable to the Director-General, Ministry of Health. Such specialties include, but are not limited to Radiation Oncology, Nuclear Medicine, and Diagnostic Radiology.

3. Delete the definition "Medical Physics Registrar" in clause 1, Definitions, and insert in lieu thereof the following:

'Medical Physics Registrar' means a person who is employed and undergoing training, including but not limited to the 'Training, Education and Accreditation Program' (TEAP), in a medical physics specialty towards obtaining accreditation by ACPSEM, or such other accreditation body acceptable to the Director-General, Ministry of Health.

4. Delete the definition "Medical Physics Specialist" in clause 1, Definitions, and insert in lieu thereof the following:

'Medical Physics Specialist' means a person with qualifications and clinical experience acceptable to the Director-General, Ministry of Health and ACPSEM, or such other accreditation body acceptable to the Director-General, Ministry of Health, and who is qualified to be employed under this award as a Medical Physics Specialist.

5. Delete clause 3, Progression of Medical Physicists, and insert in lieu thereof the following:

**3. Progression of Medical Physicists**

Progression Committee. A committee consisting of three Director or Principal Medical Physics Specialists, at least two of whom are in the same specialty as the applicant, shall be constituted to consider and, if appropriate, recommend to the Ministry of Health upon application by the employing public health organisation:

- (i) The promotion of a Medical Physics Specialist to Senior Medical Physics Specialist
- (ii) The promotion of a Senior Medical Physics Specialist to Principal Medical Physics Specialist.

6. Delete clause 4, Area, Incidence and Duration, and insert in lieu thereof the following:

**4. Area, Incidence and Duration**

This award shall apply to employees as defined herein employed in public hospitals and local health districts in the State, excluding the County of Yancowinna, within the jurisdiction of the Public Health Employees (State) Industrial Committee.

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 NSW on 28 April 1999 (310 I.G. 359) take effect on 29 March 2012.

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

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## **PUBLIC HOSPITAL PROFESSIONAL ENGINEERS' (BIO-MEDICAL ENGINEERS) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 195 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

### **REVIEWED AWARD**

1. Delete subclause (iii) of of clause 1, Definitions, of the award published 24 April 2009 (367 I.G. 1334) and insert in lieu thereof the following:
  - (iii) "Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of NSW (and includes a delegate of the Director-General).
2. Delete subclause (v) of the said clause 1 and insert in lieu thereof the following:
  - (v) "Union" means HSUeast.
3. Delete clause 3, Salaries and insert in lieu thereof the following:

### **3. Salaries**

For current salaries refer to the Health Professional and Medical Salaries (State) Award

4. Delete clause 9, Area, Incidence and Duration, and insert in lieu thereof the following:

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

- (i) This Award rescinds and replaces the Public Hospital Professional Engineers (Biomedical Engineers) (State) Award published 3 March 2006 (357 IG 812) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under s115(1) of the Health Services Act 1997, or their successors, assignees or transmittees.
- (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 NSW on 28 April 1999 (310 I.G. 359) take effect on 29 March 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

**PUBLIC HOSPITALS (MEDICAL SUPERINTENDENTS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 197 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

**REVIEWED AWARD**

1. Delete the definition of "Director of Public Employment" in clause 1, Definitions of the award published 24 April 2009 (367 I.G. 1341).
2. Delete the definition of "Director General" in clause 1, and insert in lieu thereof the following:  
  
"Director-General" means the Director-General of the Ministry of Health.
3. Delete the definition of "Employer" in clause 1, and insert in lieu thereof the following:  
  
"Employer" means the Director-General of the Ministry of Health exercising employer functions on behalf of the Government of New South Wales (and includes a delegate of the Director-General).
4. Delete the definition of "Health Service" and insert in lieu thereof the following:  
  
"Health Service" means a Local Health District constituted under section 8 of the *Health Services Act 1997*, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.
5. Delete the definition of "Higher Medical Qualifications" in clause 1, and insert in lieu thereof the following:  
  
"Higher Medical Qualification" means such qualification obtained by a medical practitioner subsequent to graduation and includes:
  - (a) post-graduate University degrees and diplomas recognised by the Medical Board of Australia New South Wales as qualifications; or
  - (b) membership or fellowship of the Royal College or Royal Australian College of Physicians or Fellowship of the Royal College or Royal Australasian College of Surgeons or membership or fellowship of the Royal College of Obstetricians and Gynaecologists; or Fellowship of the Australian College of Medical Administrators;
  - (c) such other post-graduate qualification recognised by the Medical Board of Australia and acceptable to the Ministry of Health.
6. Delete the definition of "Union" in clause 1, and insert in lieu thereof the following:  
  
"Union" means the HSUeast.
7. Delete the notation paragraph appearing at end of clause 4, Annual Leave, and insert in lieu thereof the following:  
  
NOTATION: The conditions under when the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Ministry of Health.

8. Delete paragraph (d) of subclause (ii) of clause 13, Mobility, Excess Fares and Travelling, and insert in lieu thereof the following:
- (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award.
9. Delete paragraph (d) of subclause (iii) of clause 13, and insert in lieu thereof the following:
- (d) If there is disagreement about such decision after such discussion or if a significant number of employees are involved, the matter should be referred to the Ministry of Health which will discuss the matter with the Union and will determine the date upon which notice will be given to employee(s).
10. Delete paragraph (c) of subclause (iv) of clause 13, and insert in lieu thereof the following:
- (c) Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \*\$5 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award, less \*\$5.
- \* This \$5 shall be reviewed annually by the employer.
11. Delete clause 14, Redundancy - Managing Displaced Employees, and insert in lieu thereof the following:

#### **14. Redundancy - Managing Displaced Employees**

Employees shall be entitled to the provisions of Ministry of Health Policy Directive 2007\_085, Managing Displaced Staff of the NSW Health Service, as amended from time to time.

12. Delete subclauses (iv) and (v) of clause 18, Salary Packaging, and insert in lieu thereof the following:
- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
13. Delete subclause (i) of clause 20, Salary Sacrifice to Superannuation, and insert in lieu thereof the following:

#### **20. Salary Sacrifice to Superannuation**

- (i) Notwithstanding the salaries prescribed in clause 2, Salaries as varied from time to time, an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the salaries clause to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. The amount sacrificed together with any salary packaging arrangements under clause 18, Salary Packaging,

of this award may be made up to one hundred (100) per cent of the salary payable under the relevant salaries clause, or up to one hundred (100) per cent of the currently applicable superannuable salary, whichever is the lesser.

In this clause, 'superannuable salary' means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.

14. Delete clause 21, Area, Incidence and Duration, and insert in lieu thereof the following:

**21. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Public Hospitals Medical Superintendents (State) Award published 24 April 2009 (367 I.G. 1341) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes.
- (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 NSW on 28 April 1999 (310 I.G. 359) take effect on 29 March 2012.
- (iii) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

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## **PUBLIC HOSPITALS DENTAL STAFF (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 200 of 2012)

Before The Honourable Mr Justice Staff

29 March 2012

### **ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Public Hospitals Dental Staff (State) Award published 10 March 2006 (357 I.G. 980) as varied, be rescinded on and from 29 March 2012.

C.G. STAFF J

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(909)

**SERIAL C7900**

**SYDNEY OLYMPIC PARK PAID PARKING (STATE) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 141 of 2012)

Before The Honourable Mr Justice Staff

20 March 2012

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Sydney Olympic Park Paid Parking (State) Award 2007 published 12 October 2007 (363 I.G. 1442) as varied, be rescinded on and from 20 March 2012.

C.G. STAFF *J*

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**SYDNEY OLYMPIC PARK VISITORS SERVICES (STATE) AWARD  
2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 142 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Sydney Olympic Park Visitors Services (State) Award 2008 published 28 November 2008 (366 I.G. 1409) as varied, be rescinded on and from 30 March 2012.

C.G. STAFF J

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