



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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CONTENTS

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Pages 1 — 289

		Page
Awards and Determinations —		
Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2020	AIRC	1
Crown Employees (Australian Music Examinations Board (NSW) Examiners, Assessors and Chief Examiners) Award 2020	RIRC	78
Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award	RIRC	90
Crown Employees (New South Wales Education Standards Authority - Education Officers) Salaries and Conditions Award 2020	RIRC	101
Crown Employees (NSW Department of Premier and Cabinet) Exhibition Project Managers and Project Officers) Australian Museum Award	RIRC	125
Crown Employees (NSW Department of Premier and Cabinet) State Library Security Staff Award	RIRC	139
Crown Employees (Office of Sport - Services Officers) Award	RIRC	145
Crown Employees (Parliament House Conditions of Employment) Award 2015	RIRC	167
Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Justice - Corrective Services NSW) Award 2009	RIRC	234
Crown Employees (Trades Assistants) Award 2019	RIRC	246
Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016	RIRC	272
Crown Employees-Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award	RIRC	283
Obsolete Awards —		
Crown Employees (NSW Department of Justice) Casino Inspectors Transferred from Department of Gaming and Racing Award		288
Crown Employees (Senior Officers Salaries) Award 2012	ROIRC	289

NEW SOUTH WALES

INDUSTRIAL GAZETTE

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INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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CROWN EMPLOYEES (TEACHERS IN SCHOOLS AND RELATED EMPLOYEES) SALARIES AND CONDITIONS AWARD 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Board of Studies, Teaching and Educational Standards.

(Case No. 60926 of 2020)

Before Commissioner Webster

3 March 2020

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.	Performance and Development Processes for Teachers
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 Efficiency Process
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 TP1 or AP1 position or Principal - Environmental Education Centre or Hospital School Grade
25.	Training and Development
26.	Multi-skilling
27.	Duties as Directed
28.	Other Part Time Rates of Pay
29.	Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions
30.	Teachers in Residential Agricultural High Schools - Special Conditions
31.	Dispute Resolution Procedures
32.	No Further Claims
33.	Anti-discrimination
34.	Work Health & Safety

- 35. Saturday School of Community Languages
- 35A. Saturday School of Community Languages – Operative for the period 1 January 2020 to 31 December 2020
- 35B. Saturday School of Community Languages – Operative for the period 1 January 2021 to 31 December 2021
- 36. Educational Paraprofessionals
- 37. Australian Professional Standards for Teachers
- 38. Area, Incidence and Duration

SCHEDULES

- Schedule 1A - Teacher Salaries - Standards Based Remuneration - 2020 to 2021
- Schedule 1B - Teacher Salaries - Common Incremental Salary Scale - 1 January 2020 to 30 June 2020
- Schedule 1C - Salaries - School Counsellor Salaries - Standards Based Remuneration – From 1 July 2020 onwards
- Schedule 1D - Salaries - Education Officers/Home School Liaison Officers/ Aboriginal Student Liaison Officers - From 1 July 2020 onwards
- Schedule 2A - Salaries - Principals - New Classification Structure - 2020 to 2021
- Schedule 2B - Salaries - Principals - Former Principal Classification Structure - 2020 to 2021
- Schedule 3 - Salaries - Other Promotion Classifications in the Teaching Service
- Schedule 4 - Rates of Pay - Casual Teachers - 2020 to 2021
- Schedule 5 - Other Rates of Pay - 2020 to 2021
- Schedule 6 - Rates of Pay - Educational Paraprofessionals
- Schedule 7 - Allowances
- Schedule 8 - Locality Allowances
- Schedule 9 - Excess Travel and Compensation for Travel on Official Business
- Schedule 10 - Special Conditions Covering Home School Liaison Officers and Aboriginal Student Liaison Officers
- Schedule 11 - Special Conditions Covering Teachers at Residential Agricultural High Schools
- Schedule 12A - Saturday School of Community Languages - Operative for the period from 1 January 2020 to 31 December 2020
- Schedule 12B - Saturday School of Community Languages - Operative for the period from 1 January 2021 to 31 December 2021.
- Schedule 13 - Australian Professional Standards for Teachers

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 "Accredited" means a teacher who has demonstrated the Professional Teaching Standards at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.
- 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 "Associate Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, where the school has been linked to a larger school in reasonable proximity and the administrative workload of the Associate Principal has been reduced.
- 2.6 "Australian Professional Standards for Teachers" means the seven Standards which outline what teachers should know and be able to do prescribed by the Australian Institute for Teaching and School Leadership as attached at Schedule 13.
- 2.7 "Authority" means the NSW Education Standards Authority to oversee accreditation and recognition of a teacher's professional capacity against the Australian Professional Standards under the Teacher Accreditation Act.
- 2.8 "Band 1 salary" means the salary which applies to teachers who have undertaken an approved initial teacher education program and met the Australian Professional Standards for Teachers at the Graduate level. It is mandatory for new teachers to be provisionally or conditionally accredited at Graduate teacher level to be approved for teaching in NSW.
- 2.9 "Band 2 salary" means the salaries which apply to teachers who are accredited at the level of Proficient. A Band 2 teacher has demonstrated the Australian Professional Standards for Teachers at the Proficient level and has been accredited as such by a Teacher Accreditation Authority.
- 2.10 "Band 3 salary" means the salary which applies to teachers who are accredited at the level of Highly Accomplished or Lead. A Band 3 teacher has demonstrated the Australian Professional Standards for Teachers at the Highly Accomplished or Lead level and has been accredited as such by a Teacher Accreditation Authority.
- 2.11 "Casual Teacher" means a teacher engaged, other than at the Saturday School of Community Languages, on an hourly or daily rate of pay in the Teaching Service.
- 2.12 "Conditionally accredited" means a teacher who has been conditionally accredited at the Graduate level who may have a degree, or is in the process of obtaining further education or subject qualifications.
- 2.13 "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.
- 2.14 "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.
- 2.15 "Department" means the Department of Education.
- 2.16 "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.
- 2.17 "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.
- 2.18 "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.
- 2.19 "District Guidance Officer" means an officer appointed as such in a group of schools who is responsible to the Secretary or nominee for the guidance service within that group of schools.

- 2.20 "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 Secretary determines as satisfying requirements.
- 2.21 "Educational Paraprofessional" means a person or officer employed permanently or temporarily under the provisions of the Teaching Service Act to work under the guidance of a teacher in the classroom.
- 2.22 "Employee" means a person employed in a classification covered by this award by the Secretary or delegate under the provisions of the Teaching Service Act on a permanent or temporary basis.
- 2.23 "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.
- 2.24 "Equivalent" when referring to qualifications means those qualifications deemed by the Secretary to be equivalent to specified qualifications.
- 2.25 "Executive Principal, Connected Communities" means a person or officer employed temporarily under the provisions of the *Teaching Service Act* 1980 to lead the schools selected by the Department to participate in the Connected Communities strategy for the period of the operation of that strategy.
- 2.26 "Executive Director Connected Communities" means a person who is responsible for leadership and implementation of the Connected Communities strategy in the Department.
- 2.27 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.28 "Five Year Trained Teacher (5YT)" means a teacher still remunerated on the common incremental salary scale 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.
- 2.29 "Four Year Trained Teacher (4YT)" means a teacher still remunerated on the common incremental salary scale who has:
- 2.29.1 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
- 2.29.2 Completed a four year teacher education degree from a higher education institution; or
- 2.29.3 Completed such other course(s) which the Secretary determines as satisfying requirements for classification as a teacher.
- 2.30 "General Secretary" means the General Secretary of the Australian Education Union NSW Teachers Federation Branch.
- 2.31 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the Secretary to be equivalent to such a degree.
- 2.32 "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.
- 2.33 "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:
- 2.33.1 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.
- 2.33.2 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.
- 2.33.3 Head teacher (administration) is responsible for assigned duties associated with the general administration of the school.
- 2.34 "Higher Education Institution" means a university or other tertiary institution recognised by the Secretary which offers degrees, diplomas or teacher education courses.
- 2.35 "Home School Liaison Officer" means a person or teacher who has been temporarily appointed to the position of home school liaison officer.
- 2.36 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act 1996*.
- 2.37 "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.
- 2.38 "Leader, Psychology Practice" means a person appointed to lead a team of Senior Psychologists, Education to implement professional practices consistent with the standards of the Department and the Psychology Board of Australia. The Leader, Psychology Practice develops and implements strategies to enhance psychology services in schools, including professional development and support for the school counselling workforce.
- 2.39 "Network" means a group of principals with a Director Educational Leadership.
- 2.40 "Non-school based teacher" means a person or officer who is employed in a full time or part time position, either temporarily or permanently, under the provisions of the Teaching Service Act and the Teacher Accreditation Act, in the classification of Senior Education Officer Class 1, Senior Education Officer Class 2 or Principal Education Officer.
- 2.41 "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.
- 2.42 "Parties" means the Department and the Federation.
- 2.43 "Performance and development process" is a process for the continuous development of a skilled and effective workforce.
- 2.44 "Period" means, in a high or central school, a 40 minute teaching period.
- 2.45 "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.
- 2.46 "Professional Practice Framework" means the core capabilities which outline what school counsellors should know and be able to do to guide their professional practice as a psychologist.

- 2.47 "Provisionally accredited" means a teacher who has been provisionally accredited at the Graduate level who has successfully completed an initial teacher education program endorsed by the Board.
- 2.48 "Psychology Board" means the Psychology Board of Australia or successor organisation.
- 2.49 "Purpose of Funding for the Principal Classification" means the funding model consisting of a base student allocation, equity loadings and targeted (individual student) funding. The amount of funding allocated to a school determines the level of school complexity.
- 2.50 "Residential Agricultural High School" means a school classified as such by the Secretary.
- 2.51 "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.
- 2.52 "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.
- 2.53 "Schools for Specific Purposes" (SSPs) for the purpose of the award are schools which are classified as such by the Secretary and are established under the Education Act 1990 to provide education for students with disabilities as listed in subclause 2.62.
- 2.54 "Secretary" means the Secretary, Department of Education.
- 2.55 "Senior Psychologist, Education" means an officer appointed to provide professional leadership and clinical supervision to a school counselling team and who has a leadership role as part of the networked specialist centres.
- 2.56 "Service" means continuous service, unless otherwise specified in the award.
- 2.57 "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).
- 2.58 "Teacher" means a person or officer employed permanently or temporarily in a full time or part time teaching position, other than at the Saturday School of Community Languages, under the provisions of the Teaching Service Act and appointed to a school. Unless otherwise specified in the award, a teacher shall include a school teacher in training.
- 2.59 "Teacher Accreditation Act" means the *Teacher Accreditation Act 2004*.
- 2.60 "Teacher Accreditation Authority" means the person or body delegated by the Secretary of the Department of Education under the Teacher Accreditation Act to accredit in government schools.
- 2.61 "Teacher in Charge (Schools)" means a teacher in charge of a centre not designated as a school determined by the Secretary where a principal is not appointed.
- 2.62 "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.
- 2.63 "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:
- 2.63.1 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

- 2.63.2 students in: an early childhood intervention program (EC); hospital schools, Royal Far West School, Stewart House (W); and community care programs (CT).
- 2.64 "Teaching Principal" means a teacher appointed as such to be responsible for the management, organisation, administration, supervision and efficiency of a school, other than P1-P5, whose duties include classroom teaching.
- 2.65 "Teaching Service Act" means the *Teaching Service Act* 1980.
- 2.66 "Temporary Teacher" means a person employed, other than at the Saturday School of Community Languages, 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.
- 2.67 "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.
- 2.68 "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 Secretary determines as satisfying requirements for classification as a teacher.
- 2.69 "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.
- 2.70 "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

Teachers

- 3.1 Salaries and rates of pay for teachers and teachers at the Saturday School, education officers, home school liaison officers, Aboriginal student liaison officers and counsellors shall be paid in accordance with this clause and Schedules 1A, 1B, 1C, 1D, 4, 5, 12A and 12B. These salaries will be increased by:
- 3.1.1 2.5% from the first pay period commencing on or after 1 January 2020; and
- 3.1.2 2.28% from the first pay period commencing on or after 1 January 2021.

Principals

- 3.2 Salaries and rates of pay for principals shall be paid in accordance with this clause and Schedules 2A and 2B. These salaries will be increased by:
- 3.2.1 2.5% from the first pay period commencing on or after 1 January 2020; and
- 3.2.2 2.28%% from the first pay period commencing on or after 1 January 2021.

Other Promotions Classifications in the Teaching Service

- 3.3 Salaries and rates of pay for the officers and temporary employees shall be paid in accordance with this clause and Schedule 3. These salaries will be increased by:
- 3.3.1 2.5% from the first pay period commencing on or after 1 January 2020; and
- 3.3.2 2.28% from the first pay period commencing on or after 1 January 2021.

Allowances

3.4 Allowances under this award will be increased by:

3.4.1 2.5% from the first pay period commencing on or after 1 January 2020; and

3.4.2 2.28% from the first pay period commencing on or after 1 January 2021.

Teachers - Standards Based Remuneration

3.5 The rates of pay for teachers on the standards based remuneration structure will be in accordance with the teacher's level of accreditation on commencement of employment.

3.5.1 A teacher with accreditation at Graduate will commence on the Band 1 salary.

3.5.2 A teacher with accreditation at Proficient will commence on the Band 2 salary.

3.5.3 A teacher with accreditation at Highly Accomplished/Lead will commence on the Band 3 salary.

The salary bands are as follows.

Band 1	(Graduate)
Band 2	(Proficient)
Band 2	(Proficient) Band 2.1
Band 2	(Proficient) Band 2.2
Band 2	(Proficient) Band 2.3
Band 3	(Highly Accomplished/Lead)

3.6 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of proficient accreditation by the Teacher Accreditation Authority for teachers who have been employed for a minimum of two years full time and subject to the satisfactory performance of their duties. For those teachers who have confirmation of accreditation at Proficient but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.

3.7 Salary progression from Band 2.0 to 2.1 will take effect from the first full pay period after the completion of two years full time service at Band 2.0 for those teachers who continue to meet the requirements of proficient accreditation, including maintenance and subject to the satisfactory performance of their duties.

3.8 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service for those teachers who continue to meet the requirements of proficient accreditation, including maintenance and subject to the satisfactory performance of their duties.

3.9 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after confirmation of Highly Accomplished/Lead accreditation by the Teacher Accreditation Authority for teachers who have been remunerated at Band 2.3 for a minimum of one year full time and subject to satisfactory performance of their duties. For those teachers who have confirmation of accreditation at Highly Accomplished/Lead but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3

3.10 For the purpose of salary progression, one year of full time service is 203 days.

3.11 Payment of salaries under this clause is conditional upon a teacher maintaining the appropriate level of accreditation.

- 3.12 Salaries and rates of pay for teachers under standards based remuneration shall be paid in accordance with clauses 3.5 to 3.12 and Schedule 1A.

Teachers - Common Incremental Salary Scale – 1 January 2020 to 30 June 2020.

- 3.13 Standards based remuneration will not apply to School Counsellors, Education Officers, Home School Liaison Officers and Aboriginal School Liaison Officers. These classifications will continue to be remunerated on the common incremental salary scale until 30 June 2020.
- 3.14 Minimum salaries on commencement of employment and maximum salaries for those classifications remunerated on the common incremental salary scale in Schedule at 1B are set out in the table below:

Classification	Minimum starting salary	Maximum salary
4YT school teachers	Step 5	Step 13
5YT school teachers	Step 6	Step 13
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

- 3.15 Subject to clause 6, Salary Progression and Maintenance, clause 20, 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 1B.
- 3.16 Salaries and rates of pay for teachers under the common incremental salary scale shall be paid in accordance with clauses 3.13 to 3.15 and Schedule 1B.

School Counsellors - Standards Based Remuneration – From 1 July 2020 to 31 December 2020

- 3.17 The rates of pay for school counsellors on the standards based remuneration structure will be in accordance with the school counsellor's level of registration.
- 3.17.1 A school counsellor with eligibility for registration with the Psychology Board will commence on the Band 1 salary.
- 3.17.2 A school counsellor with a minimum of provisional registration with the Psychology Board will commence on the Band 2 salary.
- 3.17.3 A school counsellor who is an existing teacher with the Department at the time of commencing employment as a school counsellor will be paid no less than the applicable classroom teacher rate from Schedule 1A, up to a maximum of Band 2.3, on commencement as a school counsellor.
- 3.17.4 The Professional Practice Framework will be finalised during 2020, following consultation between the parties.

The salary bands are as follows.

Band 1	Eligibility for registration with the Psychology Board
Band 2	A minimum of provisional registration with the Psychology Board.
Band 2	Band 2.1
Band 2	Band 2.2
Band 2	Band 2.3

- 3.18 Payment of salaries under this clause is conditional upon a school counsellor maintaining the appropriate level of registration.

- 3.19 Salaries and rates of pay for school counsellors shall be paid in accordance with clauses 3.17 to 3.19 and Schedule 1C.

School Counsellors - Standards Based Remuneration – From 1 January 2021

- 3.20 The rates of pay for school counsellors on the standards based remuneration structure will be in accordance with the school counsellor's level of registration and or teachers accreditation on commencement of employment.
- 3.20.1 A school counsellor with eligibility for registration with the Psychology Board will commence on the Band 1 salary.
- 3.20.2 A school counsellor with proficient accreditation against the Professional Practice Framework (PPF) and a minimum of provisional registration with the Psychology Board will commence on the Band 2 salary.
- 3.20.3 A school counsellor with evidence against the PPF, full registration with the Psychology Board and proficient accreditation with NESAs will commence on the Band 3 salary.
- 3.20.4 A school counsellor who is an existing teacher with the Department at the time of commencing employment as a school counsellor will be paid no less than the applicable classroom teacher rate from Schedule 1A, up to a maximum of Band 2.3, on commencement as a school counsellor.

The salary bands are as follows.

Band 1	Eligibility for registration with the Psychology Board
Band 2	Proficient accreditation against the PPF and a minimum of provisional registration with the Psychology Board.
Band 2	(Proficient) Band 2.1
Band 2	(Proficient) Band 2.2
Band 2	(Proficient) Band 2.3
Band 3	Evidence against the PPF, full registration by the Psychology Board and accreditation proficient by NESAs.

- 3.21 Salary progression from Band 1 to Band 2 will take effect from the first full pay period after confirmation of Proficient accreditation against the PPF and a minimum of provisional registration with the Psychology Board for school counsellors who have been employed for a minimum of two years full time and subject to the satisfactory performance of their duties. For those school counsellors who have confirmation of Proficient accreditation against the PPF and a minimum of provisional registration with the Psychology Board but do not have two years full time service, progression from Band 1 to Band 2 will take effect from the first full pay period after the completion of two years of full time service.
- 3.22 Salary progression from Band 2.0 to 2.1 will take effect from the first full pay period after the completion of two years full time service at Band 2.0 for those school counsellors who continue to meet the requirements of registration with the Psychology Board and subject to the satisfactory performance of their duties.
- 3.23 Salary progression from Band 2.1 to 2.2 and from 2.2 to 2.3 will take effect from the first full pay period after the completion of one year of full time service for those school counsellors who continue to meet the requirements of registration with the Psychology Board and subject to the satisfactory performance of their duties.
- 3.24 Salary progression from Band 2.3 to Band 3 will take effect from the first full pay period after confirmation of evidence against the PPF in accordance with the procedures implemented by the Department, full registration by the Psychology Board and accreditation at proficient or higher by NESAs for school counsellors who have been remunerated at Band 2.3 for a minimum of one year full time and subject to satisfactory performance of their duties. For those school counsellors who have confirmation of evidence against the PPF in accordance with the procedures implemented by the Department, full registration by the Psychology Board and accreditation at proficient or higher by

NESA but do not have one year of full time service at Band 2.3, progression from Band 2.3 to Band 3 will take effect from the first full pay period after the completion of one year of full time service at Band 2.3

- 3.25 For the purpose of salary progression, one year of full time service is 203 days.
- 3.26 Payment of salaries under this clause is conditional upon a school counsellor maintaining the appropriate level of registration/accreditation.
- 3.27 Salaries and rates of pay for school counsellors shall be paid in accordance with clauses 3.20 to 3.27 and Schedule 1C.

Education Officers/HSLO/ASLO/ - Salary Scale - From 1 July 2020

- 3.28 Education Officers, Home School Liaison Officers and Aboriginal Student Liaison Officers who are not eligible for standards based remuneration will be remunerated on the salary scale at Schedule 1D. Salaries and rates of pay for EO's/HLSO's/ASLO's shall be paid in accordance with clauses 3.28 to 3.30 and Schedule 1D.
- 3.29 Minimum salaries on commencement of employment and maximum salaries for those classifications remunerated on the salary scale in Schedule at 1D are set out in the table below:

Classification	Minimum starting salary	Maximum salary
Education officers and Aboriginal student liaison officers:		
Non graduates	Step 5	Step 13
Graduates without teacher training	Step 5	Step 13
Graduates with five years of training	Step 6	Step 13

- 3.30 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 salary scale as set out in Schedule 1D.

Principal Classification Structure

- 3.31 Principals will be classified as follows and paid in accordance with Schedule 2A.
- 3.31.1 Teaching Principal (TP1) or Associate Principal
- 3.31.2 Teaching Principal (TP2) or Associate Principal
- 3.31.3 Principal 1 (P1)
- 3.31.4 Principal 2 (P2)
- 3.31.5 Principal 3 (P3)
- 3.31.6 Principal 4 (P4)
- 3.31.7 Principal 5 (P5)
- 3.32 The rate of pay for a principal will provide for a base principal salary and a complexity loading for principals in the classifications of P2, P3, P4 and P5.
- 3.33 The principal classification in is derived from the school funding allocation as prescribed by the Purpose of Funding for the Principal Classification document.

- 3.34 An annual review of funding thresholds will take place linked to the release of the school funding allocations and from the previous school year.
- 3.35 Base salaries and complexity loadings will be adjusted where applicable in accordance with clause 3.2.
- 3.36 In circumstances where the application of the school funding allocation to a school results in a higher principal classification, the principal will, while they remain at that school, receive the new salary effective from Day 1, Term 1 of the following year.
- 3.37 In circumstances where the application of the school funding allocation to a school results in a lower principal classification, the principal will, while they remain at that school, retain their classification, complexity loading and salary for a period of three years effective from Day 1, Term 1 of the following year.

At the end of the three year period, the principal's classification, complexity loading and salary will revert to the relevant level in accordance with Schedule 2A.

- 3.38 Principals who hold a substantive principal position prior to Day 1, Term 1 2016~~20~~ and choose to remain on the former principal classification structure will be remunerated according to the previous enrolment based classification and review procedure, increased in accordance with clause 3.2.

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 7 and 8. Allowances in terms of Schedule 7 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 other than the principal appointed to teach classes of students with disabilities.
- 5.2.5 Principals of schools designated by the Secretary as schools for specific purposes.
- 5.2.6 The Principal of Stewart House.
- 5.2.7~~8~~ The deputy principal (primary) or assistant principal of a central school.
- 5.3 In demonstration schools to:
 - 5.3.1 principals -

Former PP1 and PP2 schools, classified as such prior to 1 January 2016, which receive the allowance under subclause 5.3.1 will continue to be paid this allowance for the duration of this award.
 - 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 Secretary.
- 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 Secretary 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 7 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 8.
- 5.9 To Executive Principals, Connected Communities as set out in Schedule 7 subject to the:
- 5.9.1 completion by the Executive Principal, Connected Communities of five (5) years of service in that position; and
- 5.9.2 satisfactory performance of the Executive Principal, Connected Communities in that position at the end of the five year period as determined by the Executive Director, Connected Communities; and
- 5.9.3 on completion of each subsequent five years of service in that position subject to the provisions of 5.9.2 above.

6. Salary Progression and Maintenance

1 January 2020 to 30 June 2020

- 6.1 Teachers who were employed prior to 1 January 2016 and who were eligible for progression to standards based remuneration via the transition provisions shall be entitled to progress along or be maintained on the common incremental salary scale after 203 days of service or the salary level for a promotions position after each 12 months of service subject to the officer demonstrating continuing efficiency in teaching practice via an annual performance and development plan, satisfactory performance and professional growth until they transition to the standards based remuneration scale. Salary progression for teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12.
- 6.2 Temporary teachers who were employed prior to 1 January 2016 and who were eligible for progression to standards based remuneration via the transition provisions shall be entitled to progress along or be maintained on the common incremental salary scale until they transition to the standards based remuneration scale. Salary progression for teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12. All progression for temporary teachers is subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.
- 6.3 Those officers prescribed at clause 3.13 shall be entitled to progress along or be maintained on the common incremental salary scale after each 203 days of service subject to the officer demonstrating continuing efficiency in teaching practice via an annual performance and development plan, satisfactory performance and professional growth for the life of this award.
- 6.4 A temporary teacher relieving in a TP1 or AP1 position or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in TP1 or AP1 or Principal - Environmental Education Centre or Hospital School or Grade 1 Positions, shall be entitled to be maintained at that salary level subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

From 1 July 2020 onwards

- 6.5 Salary progression for teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12.
- 6.6 Salary progression for school counsellors under standards based remuneration will occur in accordance with the provisions of subclauses 3.20 to 3.27.
- 6.7 All progression for temporary teachers is subject to the provisions of subclause 22.4 of clause 22, Temporary Teachers.

- 6.8 Those officers prescribed at clause 3.28 shall be entitled to progress along or be maintained on the salary scale after each 203 days of service subject to the officer demonstrating continuing efficiency in teaching practice via an annual performance and development plan, satisfactory performance and professional growth for the life of this award.
- 6.9 A temporary teacher relieving in a TP1 or AP1 position or Principal - Environmental Education Centre or Hospital School or Grade 1 position under clause 24, Relief in TP1 or AP1 or Principal - Environmental Education Centre or Hospital School or Grade 1 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. Performance and Development Processes for Teachers

- 7.1 The Performance and Development Framework for Principals, Executives and Teachers, jointly developed by the parties, applies to employees covered by this award.

8. Salary Packaging

- 8.1 For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedules 1A, 1B, 1C, 1D, 2A, 2B, 3, 4, and 5 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 All initial appointments shall be on the basis of merit.

- 9.2 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 the officer meeting the Department's requirements for permanent appointment current at that time.

10. Teaching in More Than One Location

- 10.1 Teachers may be programmed to teach in more than one location.
- 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 shall be entitled to the travel compensation provisions at Part B of Schedule 9, Excess Travel and Compensation for Travel on Official Business.

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 9- 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 annual school reports and associated school self-evaluation and improvement programs;
- 13.1.2 school development policy;
- 13.1.3 the Higher School Certificate;
- 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 Efficiency Process

- 14.1 The Teacher Improvement Programs relevant to each classification under this award will apply to all employees.
- 14.2 Any changes to existing procedures or the development of new procedures will be the subject of consultation between the parties.

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 2.37.
- 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 Secretary 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 to facilitate flexibility in order to respond to increasing student enrolments.

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 9, 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 Secretary.
- 20.2 The Secretary 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 Secretary under the provisions of the *Teaching Service Act 1980*.

22. Temporary Teachers

1 January 2020 to 30 June 2020

- 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, and the temporary teacher demonstrating continuing efficiency in teaching practice via an annual performance and development plan, satisfactory performance and professional growth, temporary teachers who were employed prior to 1 January 2016 and who were eligible for progression to standards based remuneration via the transition provisions shall be entitled to be maintained on the salary level for a promotions position after each 12 months of service or to progress to the next step of the common incremental salary scale until they transition to the standards based remuneration scale following the completion of 203 days of service as a temporary teacher irrespective of breaks in that service. Salary progression for temporary teachers under standards based remuneration will occur in accordance with the provisions of subclauses 3.6 to 3.12.
- 22.5 Subject to the provisions of clause 21, and demonstrating continuing efficiency in teaching practice via an annual performance and development plan, satisfactory performance and professional growth, those employed temporarily in classifications prescribed at clause 3.13 shall be entitled to progress or to be maintained on the salary level for a promotions position after each 12 months of service or to progress to the next step of the common incremental scale following the completion of 203 days of service irrespective of breaks in that service.

From 1 July 2020 onwards

- 22.6 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.
- 22.7 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.
- 22.8 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.
- 22.9 Subject to the provisions of clause 21, and the temporary teacher/school counsellor demonstrating continuing efficiency in teaching / counselling practice via an annual performance and development plan, satisfactory performance and professional growth, shall be entitled to be maintained on the salary level for a promotions position after each 12 months of service. Salary progression for temporary teachers and school counsellors under standards based remuneration will occur in accordance with the provisions of subclauses 3.5 to 3.12 and 3.20 to 3.27 respectively.
- 22.10 Subject to the provisions of clause 21, and demonstrating continuing efficiency in teaching practice via an annual performance and development plan, satisfactory performance and professional growth, those employed temporarily in classifications prescribed at clause 3.28 shall be entitled to progress or to be maintained on the salary level for a promotions position after each 12 months of service or to progress to the next step of the salary scale following the completion of 203 days of service irrespective of breaks in that service.

23. Casual Teachers

- 23.1 The rates of pay for casual teachers are set out in Schedule 4, 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 4, 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 Casual teachers will receive either a Band 1 or Band 2 rate of pay as provided for in Schedule 4 in accordance with their accreditation. Accreditation requirements for teachers are prescribed at clause 3.5.
- 23.8 Casual teachers who commence work at the Band 1 rate of pay will be required to work for a minimum of the full time equivalent of two years before being eligible to receive the Band 2 rate of pay if they have attained the relevant accreditation.

From 1 July 2020

- 23.9 Casual School Counsellors will receive either a Band 1 or Band 2 rate of pay as provided for in Schedule 4 in accordance with their registration. Registration requirements for Band 1 and Band 2 are prescribed at clause 3.20 and 3.26.

24. Relief in TP1 or AP1 Position 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 TP1 or AP1 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 4 Table 2; and
- 24.1.2 a temporary teacher relieving in a TP1 or AP1 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 TP1 or AP1 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 TP1 or AP1 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 Secretary shall schedule each year two days during school time for the purpose of system and school training and development.
- 25.2 The Secretary shall approve additional periods during school time for training and development of staff in some system priorities.
- 25.3 The Secretary 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 Secretary 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 Secretary 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 Secretary shall establish appropriate retraining courses of appropriate content and duration.

27. Duties as Directed

- 27.1 The Secretary 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 Secretary 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 Secretary pursuant to subclauses 27.1 and 27.2 shall be consistent with the Secretary's responsibility to provide a safe and healthy working environment.

28. Other Rates of Pay

- 28.1 Other rates of pay in schools shall be paid in terms of Schedule 5.

29. Home School Liaison Officers and Aboriginal Student Liaison Officers - Special Conditions

- 29.1 Special conditions covering home school liaison officers and Aboriginal student liaison officers are set out in Schedule 10.

30. Teachers in Residential Agricultural High Schools - Special Conditions

- 30.1 Special conditions covering teachers at residential agricultural high schools are set out in Schedule 11.

31. Dispute Resolution Procedures

- 31.1 Subject to the provisions of the *Industrial Relations Act* 1996, the following procedures shall apply:
 - 31.1.1 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.
 - 31.1.2 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.
 - 31.1.3 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

Director, Public Schools or at the Executive Director level, with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

31.1.4 Where the procedures in paragraph 31.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Secretary, Corporate Services of the Department and the Branch 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.

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

32. No Further Claims

32.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2021, 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.

33. Anti-Discrimination

33.1 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.

33.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 31, 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.

33.3 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.

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

33.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

33.4.2 offering or providing junior rates of pay to persons under 21 years of age;

33.4.3 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

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

33.5 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.

34. Work, Health & Safety

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

34.1.1 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

- 34.1.2 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.
- 34.2 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):
- 34.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 34.2.2 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.
- 34.2.3 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
- 34.2.4 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.
- 34.3 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*.

35A. Saturday School of Community Languages - Operative for the period 1 January 2020 to 31 December 2020

- 35A.1 The conditions of employment and rates of pay for employees (that term is defined in clause 2.10 of Schedule 12A) at the Saturday School of Community Languages as ministerial employees in the public sector are exclusively as provided for in Schedule 12A to this award.
- 35A.2 Such employment under Schedule 12 of this award is separate from any employment addressed elsewhere in this award under the Teaching Service Act or the Government Sector Employment Act.
- 35A.3 The parties will consult during 2020 regarding the implementation of clause 35B due to commence in January 2021.

35B. Saturday School of Community Languages - Operative for the period 1 January 2021 to 31 December 2021

- 35B.1 The conditions of employment and rates of pay for employees (that term is defined in clause 2.10 of Schedule 12B) at the Saturday School of Community Languages are exclusively as provided for in Schedule 12B to this award.
- 35B.2 Such employment under Schedule 12B of this award is separate from any employment addressed elsewhere in this award under the Teaching Service Act.

36. Educational Paraprofessionals

- 36.1 Educational paraprofessionals shall be remunerated in accordance with Schedule 6 of this award depending on their qualifications. Educational Paraprofessionals shall be entitled to progress along or be maintained on the Educational Paraprofessional salary scale after each 203 days of service subject to demonstrating satisfactory performance.

36.2 Educational paraprofessionals are employed in conjunction with National Partnership programs, as participants in internship and cadetship programs and as required for other initiatives undertaken in the Department.

37. Australian Professional Standards for Teachers

37.1 The parties agree that the standards used for the determination of teacher salaries under this award will be the seven standards comprising the Australian Professional Standards for Teachers as at December 2013 and set out in Schedule 13 to this award.

37.2 Achievement of these standards will be demonstrated through accreditation and maintenance at the Proficient teacher level and Highly Accomplished teacher level in line with the requirements of the Authority.

38. Area, Incidence and Duration

38.1 This award rescinds and replaces the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award published 5 May 2017 (381 I.G. 237) and all variations thereof.

38.3 This award shall commence on and from 1 January 2020 and remain in force until 31 December 2021.

SCHEDULE 1A

TEACHER SALARIES - STANDARDS BASED REMUNERATION 2020-2021

The following salary scale applies to teachers.

Band/Level of Accreditation	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
Band 1(Graduate)	70,652	72,263
Band 2(Proficient)	85,214	87,157
Band 2.1	92,492	94,601
Band 2.2	96,138	98,330
Band 2.3	105,376	107,779
Band 3 (Highly Accomplished/ Lead)	112,163	114,720

SCHEDULE 1B

TEACHER SALARIES – COMMON INCREMENTAL SALARY SCALE – 1 JANUARY 2020 – 30 JUNE 2020

The following applies to only those teachers who were employed prior to 1 January 2016 and who were eligible for progression via the transition provisions to standards based remuneration.

The following salary scale also applies to: education officers, home school liaison officers, Aboriginal student liaison officers, and school counsellors.

Current Salary steps	Salary from the first pay period to commence on or after 1.1.2020 \$
Increase	2.5%
Step 13	105,376

Step 12	96,138
Step 11	92,492
Step 10	88,853
Step 9	85,214
Step 8	81,576
Step 7	77,932
Step 6	74,288
Step 5	70,652

SCHEDULE 1C

SCHOOL COUNSELLOR SALARIES – 1 July 2020 onwards

The following salary scale applies to school counsellors.

Band/Level of Accreditation	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
Band 1 (Eligibility for registration with the Psychology Board)	70,652	72,263
Band 2 (Proficient accreditation against the PPF and a minimum of provisional registration with the Psychology Board.)	85,214	87,157
Band 2.1	92,492	94,601
Band 2.2	96,138	98,330
Band 2.3	105,376	107,779
Band 3 (Evidence against the PPF, full registration by the Psychology Board and accreditation at proficient by NESAs.)	112,163	114,720

SCHEDULE 1D

Home School Liaison Officer, Aboriginal Student Liaison Officer, Education Officer - SALARY SCALE – 1 July 2020 onwards

The following salary scale applies to existing education officers, home school liaison officers, and Aboriginal student liaison officers who are unable to achieve accreditation with NESAs.

Current Salary steps	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
Step 13	105,376	107,779
Step 12	96,138	98,330
Step 11	92,492	94,601
Step 10	88,853	90,879
Step 9	85,214	87,157
Step 8	81,576	83,436
Step 7	77,932	79,709
Step 6	74,288	75,982

Step 5	70,652	72,263
Step 4	67,013	68,541
Step 3	63,712	65,165

SCHEDULE 2A

PRINCIPAL CLASSIFICATION STRUCTURE 2020-2021

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
Teaching Principal 1 (TP1) or Associate Principal	121,273	124,038
Teaching Principal 2 (TP2) or Associate Principal	141,594	144,822
P1	145,479 (Base level)	148,796 (Base level)
P2	156,584 (Base level + 11,105 complexity loading)	160,154 (Base level + 11,358 complexity loading)
P3	173,525 (Base level + 28,046 complexity loading)	177,481 (Base level + 28,685 complexity loading)
P4	181,113 (Base level + 35,634 complexity loading)	185,242 (Base level + 36,446 complexity loading)
P5	186,665 (Base level + 41,186 complexity loading)	190,921 (Base level + 42,125 complexity loading)

SCHEDULE 2B

FORMER PRINCIPAL CLASSIFICATION STRUCTURE 2020-2021

The following salary scale applies to existing principals who did not opt-in to the principal classification structure at 2A.

Table 1

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
High School Principal		
Grade 1 (PH1)	181,113	185,242
Grade 2 (PH2)	173,525	177,481
Central School Principal		
PC1	171,027	174,926
PC2	157,712	161,308
PC3	151,325	154,775
PC4	146,244	149,578
Primary School Principal		
PP1	169,370	173,232
PP2	156,184	159,745

PP3	149,856	153,273
PP4	144,829	148,131
PP5	141,594	144,822
PP6	121,273	124,038
Principal - Environmental Education Centre or Hospital School Grade 2	141,594	144,822
Principal - Environmental Education Centre or Hospital School Grade 1	121,273	124,038

Table 2

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
Executive Principal, Connected Communities	200,134	204,697

Note: The new principal classification structure which commenced in 2016 does not apply to the position of Executive Principal, Connected Communities.

SCHEDULE 3
OTHER PROMOTIONS CLASSIFICATIONS IN THE TEACHING SERVICE – 2020-2021

Classification	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
School based teaching service		
High School Deputy Principal	141,594	144,822
Deputy Principal (Secondary) Central School	141,594	144,822
Primary School Deputy Principal	141,594	144,822
Deputy Principal (Primary) Central School	141,594	144,822
Assistant Principal Primary School	121,273	124,038
Assistant Principal Central School	121,273	124,038
Head Teacher High School	121,273	124,038
Head Teacher Central School	121,273	124,038
Leader, Psychology Practice	141,594	144,822
Senior Psychologist, Education (formerly District Guidance Officer)	121,273	124,038
Senior Assistant in Schools	108,118	110,583
Non School based teaching service		
Principal Education Officer	157,891	161,491
Senior Education Officer Class 2	142,302	145,546
Senior Education Officer Class 1		
Year 1	121,273	124,038
Year 2	126,284	129,163
Year 3	131,295	134,289

SCHEDULE 4**RATES OF PAY - CASUAL TEACHERS AND SCHOOL COUNSELLORS****Table 1**

Teachers	Rates from the first pay period to commence on or after 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
Band 1	365.45	373.78
Band 2	440.76	450.81

Table 2

In the case of casual teachers relieving in positions of TP1 or AP1 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:

	Rates from the first pay period to commence on or after 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
Casual TP1/AP1 Principal Environmental Education Centre or Hospital School Grade 1	627.27	641.57

SCHEDULE 5**OTHER RATES OF PAY**

Classification	Rates from the first pay period to commence on or after 1.1.2020 \$ Per day	Rates from the first pay period to commence on or after 1.1.2021 \$ Per day
Increase	2.5%	2.28%
Teacher in Charge	27.57	28.20
Demonstration Schools	11.43	11.69
Teachers of classes of students with disabilities	15.61	15.97

SCHEDULE 6**EDUCATIONAL PARAPROFESSIONAL 2020-2021**

	Salary from the first pay period to commence on or after 1.1.2020 \$	Salary from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
Step 1	59,731	61,093
Step 2	63,712	65,165
Step 3	67,013	68,541

SCHEDULE 7**ALLOWANCES****Table 1**

	Rates from the first pay period on or after 1.1.2020	Rates from the first pay period on or after 1.1.2021
Increase	2.5%	2.28%
Schools		
Home School Liaison Officer and Aboriginal Student Liaison Officer	3,094	3,165
Teacher in Charge	4,793	4,902
Year Adviser	4,251	4,348
Teachers other than the principal of classes of students with disabilities	2,717	2,779
Principals, schools for specific purposes	3,539	3,620
Principal of Stewart House	18,055	18,467
In a central school - DP (Primary) AP	2,153	2,202
Demonstration Schools		
Principal - formerly classified prior to 1 January 2016 as:		
Class PP1	3,125	3,196
Class PP2	2,773	2,836
Other promotion positions	2,430	2,485
Trained teacher	1,974	2,019
Demonstration lessons		
Teachers in schools required to take demonstration lessons: per lesson	55.62	56.89
In other schools		
Per half hour lesson	67.26	68.79
Per 40 minute lesson	89.64	91.68
Maximum per annum	5,065	5,180
Residential Agricultural High Schools		
Rostered supervision teachers	11,959	12,232
Head Teacher (Welfare) residential supervision allowance	1,992	2,037
Teacher in charge of residential supervision	2,047	2,094
Principal on call and special responsibility allowance	18,055	18,467
Deputy principal on call and special responsibility allowance	16,313	16,685
Supervisor of female students		
Up to 200 students	2,133	2,182
201-400 students	3,433	3,511
More than 400 students	4,251	4,348
Education Officers		
Non Graduate		
Year 2	5,489	5,614
Year 1	5,489	5,614
Graduate		
Year 2	4,288	4,386
Year 1	4,288	4,386

Table 2

	Amount (*)
Executive Principal, Connected Communities	50,000

- (*) Allowance payable subject to the Executive Principal, Connected Communities satisfying the provisions of subclause 5.9.

SCHEDULE 8

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 Secretary 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 Secretary 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 1.1.2020	From the first pay period to commence on or after 1.1.2021
\$	\$
39	40

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 Secretary; 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 Secretary 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 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$
	Increase	2.5%	2.28%
2.1	Teacher without dependent partner	1,460	1,493
	Teacher with dependent partner	1,726	1,765
2.2	Teacher without dependent partner	738	755
	Teacher with dependent partner	984	1,006

* 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

	Rates from the first pay period to commence on or after 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
Group		
1	4,795	4,904
2	4,315	4,413
3	3,834	3,921
4	3,357	3,434
5	2,875	2,941
6	2,400	2,455
7	1,922	1,966
8	1,441	1,474
9	965	987
10	480	491

- 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 -

	1st dependent child rates from the first pay period to commence on or after 1.1.2020 Per annum \$	1st dependent child rates from the first pay period to commence on or after 1.1.2021 Per annum \$
Increase	2.5%	2.28%
Group 1	574	587
Group 2	501	512
Group 3	423	433
Group 4	349	357
Groups 5 and 6	277	283
	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2020 Per annum \$	2nd and subsequent dependent child rates from the first pay period to commence on or after 1.1.2021 Per annum \$
Group 1	386	395
Group 2	317	324
Group 3	239	244
Group 4	167	171
Groups 5 and 6	91	93

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 1.1.2020 \$	Rates from the first pay period to commence on or after 1.1.2021 \$
Increase	2.5%	2.28%
Groups 1, 2 and 3	2,577	2,636
Groups 4,5 and 6	1,294	1,324

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 Secretary 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 Secretary.

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 1.1.2020 \$	From the first pay period to commence on or after 1.1.2021 \$
45	46

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 Secretary.
 - 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 Secretary, 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 Secretary may reasonably require.
- 6.4 The Secretary 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 Secretary's liability for the same. If any such sum shall be recovered subsequently to payment by the Secretary of reimbursable expense to a teacher, that teacher shall make an appropriate repayment. The Secretary 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 Secretary 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 Secretary 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 1.1.2020	From the first pay period to commence on or after 1.1.2021
\$ 39	\$ 40

- 6.6.2 If a teacher fails to comply with a requirement made by the Secretary 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 Secretary 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 Secretary 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 Secretary 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 Secretary 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 (9) Clare Tibooburra	Enngonia Wanaaring	Goodooga CS Weilmoringle	Louth White Cliffs	Marra Creek
Group 2 (10) Baryulgil Hatfield	Booligal Hill End	Boomi Ivanhoe	Bullarah Menindee	Ellerston Wilcannia CS
Group 3 (11) Bylong Upper Lightning Ridge Rowena	Cabramurra Mingoola	Carinda Moonan Flat	Corinella Nowendoc	Jerangle Quambone
Group 4 (23) Bellbrook Drake Kingstown Palinyewah Wooli	Blackville Ebor Mallawa Tullibigeal Wyaliba	Carrathool Fairfax Mungindi Tulloona Yarrowitch	Collarenebri Garah Naradhan Wollar	Croppa Creek Hermidale Niangala Wongwibinda
Group 5 (37) Bigga Cassilis Eumungerie Hargraves Nymboida Rollands Plains Tabulam Yetman	Bonalbo Chandler Girilambone Jugiong Old Bonalbo Rosewood Tambar Springs Warrumbungle EEC	Bribbaree Dundurrabin Glen Alice Mayrung Premer Rugby Tooraweenah	Burraga Elands Glenreagh Millbank Pyramul Sofala Trunkley	Burren Junction Euabalong West Gwabegar North Star Rankins Springs Spring Ridge Windeyer
Group 6 (33) Ballimore Bonshaw Deepwater Humula Pallamallawa Toomelah Wattle Flat	Bedgerebong Brewarrina CS Emmaville Lansdowne Upper Rand Tottenham	Bellata Bundarra Goolma Long Flat Rouchel Ulong	Belltrees Caragabal Grevillia Medlow Stuart Town Wambangalang EEC	Bendemeer Conargo Hernani Mullaley Talbingo Walgett Community College HS & PS
Group 7 (50) Ashford Bogan Gate Copmanhurst Gravesend Khancoban Mumbil Pilliga Somerton Tucabia Urbenville Walhallow	Barkers Vale Bungwahl Dalgety Greenethorpe Lake Cargelligo Mummulgum Pleasant Hills Tallimba Tullamore Woolbrook Wyangala Dam	Ben Lomond Bunnaloo Dungowan Hannam Vale Lowanna Murringo Quandialla Tarcutta Ulan Walbundrie Weethalle	Balranald Cargo Ellangowan Moulamein Nana Glen Rappville Tooleybuc Upper Coopers Creek	Bobin Coolongolook Euchareena Mullengandra Orama Savernake Towamba Willawarrin Woolomin

Group 8 (75) Afterlee Binalong Brocklesby	Ardlethan Binya Burrumbuttock	Attunga Blighty Cabbage Tree	Beckom Boree Creek Carroll	Bemboka Bourke HS & PS Collins Creek
Comboyne Dorroughby EEC Euston Illabo Krumbach Lyndhurst Moorland Nimbin Rosebank Telegraph Point Tyalgum WhianWhian	Cowper Duri Ganmain Iluka Ladysmith Manifold Mount George Nundle Rukenvale Tingha Wakool Woodstock	Curlewis Dunoon Goolgowi Jiggi Larnook Matong Murrami Peak Hill Rye Park Trundle Wiangaree Whitton	Currabubula Errowanbang Gooloogong Johns River Lowedale Mendooran Nabiac Risk, The Stockinbingal Tumbarumba HS & PS Wyndham	Delegate Eurongilly Gulargambone Koorawatha Lue Moonbi Nangus Rookhurst Stratheden Tuntable Creek Woodenbong
Group 9 (67) Ariah Park Brungle Coffee Camp Crabbes Creek Delungra Geurie Kootingal Merriwa	Bald Blair Burringbar Collingullie Crossmaglen Eltham Gum Flat Maimuru Mitchells Island	Barellan Channon, The Coolah Cudal Eungai Ilford Mandurama Moteagle	Barmedman Clergate Coramba Coutts Crossing Eureka Jennings Manildra Mullion Creek	Blandford Clunes Corndale Darlington Pt. Gerogery Kentucky Marrar Murrurundi
Neville Oxley Island Quaama Stratford Uranquinty Wombat	Nimmitabel Pacific Palms Red Range Thalgarrah EEC Walla Walla Wongarbon	Numeralla Pocket, The Rock Central, The Timbumburi Wallabadah	Oaklands Pomona Sandy Hollow Ulmarra Wallenbeen	Orara Upper Pottsville Beach Spring Hill Urana Wardell
Group 10 (116) Adaminaby Berridale	Adelong Bexhill	Barham HS & PS Bibbenluke	Barrington Bingara	Batlow Binnaway
Black Mountain Bombala HS & PS Candelo Central Tilba Coolamon Corindi Cundleton Dunedoo CS Fernleigh	Blakebrook Bonville Caniaba Chatsworth Island Coomoalla HS Crescent Head Dareton Durrumbul Fingal Head	Bodalla Borenore Carcoar Chillingham Coopernook Crowdy Head Dorrigo HS & PS Empire Vale Gilgai	Boggabilla CS Bournda EEC Carool Cobar HS & PS Coorabell Crystal Creek Doubtful Creek Eugowra Gladstone	Boggabri Broadwater Cascade EEC Coleambally Coraki Cumnock Duranbah Farrer MAHS Goolmangar
Goonengerry Huntingdon Kellys Plains	Harrington Jerilderie Kendall	Herons Creek Jindabyne Kinchela	Hillston Jindera Laggan	Howlong Karangi Lansdowne
Lawrence Martindale Nemingha Rous Table Top Tinonee Warren CS Woodburn	Leeville Mathoura Nyngan HS & PS Scotts Head Tanja Tintinhull Wee Waa HS & PS Wyrallah	Lennox Head Millthorpe Smithtown Spring Terrace Tathra Tregeagle Wentworth Yenda	Lockhart Modanville Old Bar Stokers Siding Terranora Tumbulgum Willow Tree Yeoval	Main Arm Upper Mogo Repton Stuarts Point Teven-Tintenbar Uki Wilsons Creek Yerong Creek

SCHEDULE 9**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:

$$\frac{\text{Annual Salary}}{365} \times \frac{7}{30}$$

3.3 For 2014 and 2015, 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 1A, shall be paid travelling time calculated at the rate applicable to the abovementioned eleventh step.

3.4 For 2016, teachers who are in receipt of a salary in excess of the rate applicable to Band 2.1 as set out in Schedule 1B, shall be paid travelling time calculated at the rate applicable to the abovementioned rate.

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 - 66.0 cents per km;

4.1.2 over 8,000 km per annum - 26.4 cents per km.

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by 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) 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

- 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 Secretary 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), 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, and Industrial Relations Commission appearances.
 - 6.3 The rate paid is that specified at clause 8 of this schedule.

7. Daily Deduction -

- 7.1 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.

- 7.2 Provided that when the above deduction in subclause 7.1 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)	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

- 7.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which teachers shall not be paid.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites.

7.8 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.

8. Official Business and Casual Rate -

Clause of Schedule which applies	Rate/	Cents Per Km	
		5	Official Business Rate
		68.0	27.2
6	Casual Rate	27.2	

Provided that these rates shall be adjusted pursuant to and in accordance with the rates as approved from time to time by the Secretary, Department of Premier and Cabinet.

SCHEDULE 10

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 Secretary, 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 Secretary, 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 be temporarily appointed to a specified location and for a specified period determined by the Secretary.

Duties -

4. Home school liaison officers and Aboriginal student liaison officers shall be responsible for those duties as determined by the Secretary and shall be directly responsible to an officer or such other person(s) as determined by the Secretary.

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 Secretary.
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 1A 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 5.2.1 of clause 5, Allowances, and Schedule 7; 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 Secretary.

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 11

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 Secretary.
 - 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 Secretary 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 2.61 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 7.
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 7.
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 12A – OPERATIVE FOR THE PERIOD FROM 1 JANUARY 2020 TO 31 DECEMBER 2020

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.	Good and Services Tax
15.	Deduction of Union Membership Fees
16.	Secure Employment
17.	Work, 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 Secretary.
- 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.
- 2.8 "Director of Curriculum Support" means the officer appointed by the Secretary to be responsible for the operation of the Curriculum Directorate of the Department.
- 2.9 "Secretary" means the Secretary of Education.

- 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 Australian Education Union NSW Teachers Federation Branch.
- 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 Secretary 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 and to possess appropriate qualifications or experience 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 (e.g. 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 Secretary 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 Secretary, 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 Secretary 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 Secretary pursuant to subclauses 6.1 and 6.2 of this clause shall be consistent with the Secretary'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 Secretary 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 Secretary 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 Secretary 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 Secretary 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 Secretary 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 Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary 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 Secretary 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, an 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 Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day of such absence, the employee will inform the Secretary 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 Secretary).

12.3.2 The Secretary 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 Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary 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 Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the Secretary 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 Secretary Corporate Services of the Department and the Branch 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. Goods and Services Tax

- 14.1 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.

15. Deduction of Union Membership Fees

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 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.
- 15.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 15.6 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.

16. Secure Employment

- 16.1 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 16.4 will be identified on engagement.
- 16.2 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.
- 16.3 Any Casual Saturday School Community Language Teacher who has a right to elect under subclause 16.1, upon receiving notice under subclause 16.2 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.
- 16.4 When deciding whether to consent or refuse an election made in accordance with paragraph 16.3, 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.

- 16.5 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.
- 16.6 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.
- 16.7 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.
- 16.8 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.
- 16.9 This clause will take effect for appointments commencing in 2007.

17. Work, Health and Safety

- 17.1 For the purposes of this clause, the following definitions shall apply:
- 17.1.1 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
- 17.1.2 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.
- 17.2 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):
- 17.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 17.2.2 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.
- 17.2.3 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
- 17.2.4 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.
- 17.3 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 12A**Table 1A - Remuneration, Monetary Rates**

Saturday School of Community Languages

Classification	Saturday sessional rate from the first pay period to commence on or after 1.1.2020 \$
Increase	2.5%
Supervisor	804.78
Assistant Supervisor	637.68
Curriculum Coordinator	637.68

Classification	Hourly rate from the first pay period to commence on or after 1.1.2020 \$
Increase	2.5%
Supervisor	134.13
Assistant Supervisor	106.29
Curriculum Coordinator	106.29
Teacher	87.34
Conditionally Approved Teacher	81.22

SCHEDULE 12B - OPERATIVE FOR THE PERIOD FROM 1 JANUARY 2021 TO 31 DECEMBER 2021

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.	Deduction of Union Membership Fees
15.	Work, Health and Safety

Table 1 - Remuneration, Monetary Rates

2. Definitions

- 2.1 “Accredited” means a teacher who has demonstrated the Australian Professional Standards for Teachers at the level of Proficient, Highly Accomplished or Lead and has been accredited as such by a Teacher Accreditation Authority.
- 2.2 “Anti-Discrimination Act” means the *Anti-Discrimination Act 1977*
- 2.3 "Assistant Supervisor" means an employee who assists the Supervisor and who acts in his/her capacity during the absence of the Supervisor.
- 2.4 "Centre" means a location at which language teaching and learning is conducted by the Saturday School of Community Languages.
- 2.5 "Casual Saturday School Community Language Teacher" means an employee who is engaged on an hourly rate of pay in the Teaching Service 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.
- 2.8 “Employee” means a person employed as a supervisor, assistant supervisor, curriculum coordinator or teacher at the SSCL by the Secretary or delegate under the provisions of the Teaching Service Act.
- 2.9 "Federation" means the Australian Education Union NSW Teachers Federation Branch.
- 2.10 “Industrial Relations Act” means the *Industrial Relations Act 1996*
- 2.11 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the Industrial Relations Act.
- 2.12 "Parties" means the Department and the Federation.
- 2.13 "Principal, Saturday School of Community Languages" means the officer appointed by the Secretary to be responsible for the operation of the Saturday School of Community Languages.
- 2.14 "Saturday School Community Language Teacher" means an employee responsible as part of a team for the educational instruction of students in a community language.
- 2.15 "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.
- 2.16 "Secretary" means the Secretary of Education.
- 2.17 “Sessional Saturday School Community Language Teacher or other employee” means an employee who is employed as a supervisor, assistant supervisor or curriculum co-ordinator on a temporary basis. The definition of temporary teacher provided for in clause 2.62 of the award does not include sessional Saturday School of Community Languages teacher.
- 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.
- 2.19 “Teacher Accreditation Act” means the *Teacher Accreditation Act 2004*.

- 2.20 “Teacher Accreditation Authority” means the person or body delegated by the Secretary of the Department of Education under the Teacher Accreditation Act to accredit in government schools.
- 2.21 “Teaching Service Act” means the *Teaching Service Act* 1980.
- 2.22 “Temporary Employee” means and includes all persons employed on a temporary basis, other than on a casual basis under the Teaching Service Act.

3. Employment Jurisdiction

- 3.1 Casual Saturday School of Community Languages teachers and sessional Saturday School of Community Language supervisors, assistant supervisors and curriculum co-ordinators are employed in accordance with the Teaching Service Act.

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 continue and 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 Satisfactory performance of duties shall be appraised by participation in the Performance Development Framework.
- 4.4 Appointments shall be made on merit and shall be subject to the qualification requirements as specified in subclause 4.5 of this clause.
- 4.5 Saturday School Community Language supervisors, assistant supervisors, curriculum co-ordinators and teachers must be accredited.

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 Secretary, 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 Secretary 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 Secretary pursuant to subclauses 6.1 and 6.2 of this clause shall be consistent with the Secretary'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 Casual Saturday School Community Language Teachers shall be paid the hourly rates of pay prescribed in Table 1. The approved paid hours for this classification 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 a Casual 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 before that work is undertaken. 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 A Casual Saturday School Community Language Teacher's approved paid hours as prescribed in subclause 7.6 includes 0.5 hours preparation time and 0.25 hours playground duty.
- 7.9 During the 0.5 hours preparation time Casual 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 The Performance and Development Framework applies to all teachers in all classifications at the Saturday School of Community Languages.

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* 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*, 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*;
 - 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*, if they meet the definition of a regular casual employee (see section 53(2) of the *Industrial Relations Act*). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act*.
- 12.1.1 The Secretary 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 Secretary 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 Secretary 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 Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary 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 Secretary 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 Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day of such absence, the employee will inform the Secretary 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 Secretary).

12.3.2 The Secretary 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 Secretary must not fail to re-engage an employee because the employee accessed the entitlements provided for in this clause. The rights of the Secretary 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 Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the Secretary 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 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, 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 Secretary Corporate Services of the Department and the Branch 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.

14. Deduction of Union Membership Fees

- 14.1 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.
- 14.2 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.
- 14.3 Subject 14.1 and 14.2 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.
- 14.4 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.
- 14.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 14.6 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.

15. Work, Health and Safety

- 15.1 For the purposes of this clause, the following definitions shall apply:
- 15.1.1 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
- 15.1.2 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.
- 15.2 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):
- 15.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 15.2.2 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.
- 15.2.3 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
- 15.2.4 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.

- 15.3 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 12B

Table 1B - Remuneration, Monetary Rates

Saturday School of Community Languages

Classification	Saturday sessional rate from the first pay period to commence on or after 1.1.2021 \$
Increase	2.28%
Supervisor	823.13
Assistant Supervisor	652.22
Curriculum Coordinator	652.22

Classification	Saturday casual hourly rate from the first pay period to commence on or after 1.1.2021 \$
Increase	2.28%
Supervisor	137.19
Assistant Supervisor	108.71
Curriculum Coordinator	108.71
Teacher	89.33

SCHEDULE 13

Australian Professional Standards for Teachers

Standard 1 - know students and how they learn

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Physical, social and intellectual development and characteristics of students	1.1.1 Demonstrate knowledge and understanding of physical, social and intellectual development and characteristics of students and how these may affect learning.	1.1.2 Use teaching strategies based on knowledge of students' physical, social and intellectual development and characteristics to improve student learning.	1.1.3 Select from a flexible and effective repertoire of teaching strategies to suit physical, social and intellectual development and characteristics of students.	1.1.4 Lead colleagues to select and develop teaching strategies to improve student learning using knowledge of the physical, social and intellectual development and Characteristics of students.
Understand how students learn	1.2.1 Demonstrate knowledge and understanding of research into how students learn and the implications for teaching.	1.2.2 Structure teaching programs using research and collegial advice about how students learn.	1.2.3 Expand understanding of how students learn using research and workplace knowledge.	1.2.4 Lead processes to evaluate the effectiveness of teaching programs using research and workplace knowledge about how students learn.

Students with diverse linguistic, cultural, religious and socio economic backgrounds	1.3.1 Demonstrate knowledge of teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.2 Design and implement teaching strategies that are responsive to the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.3 Support colleagues to develop effective teaching strategies that address the learning strengths and needs of students from diverse linguistic, cultural, religious and socio economic backgrounds.	1.3.4 Evaluate and revise school learning and teaching programs, using expert and community knowledge and experience, to meet the needs of students with diverse linguistic, cultural, religious and socio economic backgrounds.
Strategies for teaching Aboriginal and Torres Strait Islander students	1.4.1 Demonstrate broad knowledge and understanding of the impact of culture, cultural identity and linguistic background on the education of students from Aboriginal and Islander backgrounds.	1.4.2 Design and implement effective teaching strategies that are responsive to the local community and cultural setting, linguistic background and histories of Torres Strait Islander students.	1.4.3 Provide advice and support colleagues in the implementation of effective teaching strategies for Aboriginal and Torres Strait Islander students using knowledge of Community representatives.	1.4.4 Develop teaching programs that support equitable and ongoing participation of Aboriginal and Torres Strait Islander students by engaging in collaborative relationships representatives and parents/carers.
Differentiate teaching to meet the specific learning needs of students across the full range of abilities	1.5.1 Demonstrate knowledge and understanding of strategies for differentiating teaching to meet the specific learning needs of students across the full range of abilities.	1.5.2 Develop teaching activities that incorporate differentiated strategies to meet the specific learning needs of students across the full range of abilities.	1.5.3 Evaluate learning and teaching programs, using student assessment data, that are differentiated for the specific learning needs of students across the full range of abilities.	1.5.4 Lead colleagues to evaluate the effectiveness of learning and teaching programs differentiated for the specific learning needs of students across the full range of abilities.
Strategies to support full participation of students with disability	1.6.1 Demonstrate broad knowledge and understanding of legislative requirements and teaching strategies that support the participation and learning of students with disability.	1.6.2 Design and implement teaching activities that support the participation and learning of students with disability and address relevant policy and legislative requirements.	1.6.3 Work with colleagues to access specialist knowledge, and relevant policy and legislation, to develop teaching programs that support the participation and learning of students with disability.	1.6.4 Initiate and lead the review of school policies to support the engagement and full participation of students with disability and ensure compliance with legislative and/or system policies.

Standard 2 - know the content and how to teach it

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Content and teaching strategies of the teaching area	2.1.1 Demonstrate knowledge and understanding of the concepts, substance and structure of the content and teaching strategies of the teaching area	2.1.2 Apply knowledge of the content and teaching strategies of the teaching area to develop engaging teaching activities.	2.1.3 Support colleagues using current and comprehensive knowledge of content and teaching strategies to develop and implement engaging learning and teaching programs.	2.1.4 Lead initiatives within the school to evaluate and improve knowledge of content and teaching strategies and demonstrate exemplary teaching of subjects using effective, research-based learning and teaching programs.
Content selection and organisation	2.2.1 Organise content into an effective learning and teaching sequence.	2.2.2 Organise content into coherent, well-sequenced learning and teaching programs.	2.2.3 Exhibit innovative practice in the selection and organisation of content and delivery of learning and teaching programs.	2.2.4 Lead initiatives that utilise comprehensive content knowledge to improve the selection and sequencing of content into coherently organised learning and teaching programs.
Curriculum, assessment and reporting	2.3.1 Use curriculum, assessment and reporting knowledge to design learning sequences and lesson plans.	2.3.2 Design and implement learning and teaching programs using knowledge of curriculum, assessment and reporting requirements.	2.3.3 Support colleagues to plan and implement learning and teaching programs using contemporary knowledge and understanding of curriculum, assessment and reporting requirements.	2.3.4 Lead colleagues to develop learning and teaching programs using comprehensive knowledge of curriculum, assessment and reporting requirements.
Understand and respect Aboriginal and Torres Strait Islander people to Promote reconciliation Between Indigenous and non-Indigenous Australians	2.4.1 Demonstrate broad knowledge of, understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.2 Provide opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.3 Support colleagues with providing opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.	2.4.4 Lead initiatives to assist colleagues with opportunities for students to develop understanding of and respect for Aboriginal and Torres Strait Islander histories, cultures and languages.

Literacy and numeracy strategies	2.5.1 Know and understand literacy and numeracy teaching strategies and their application in teaching areas.	2.5.2 Apply knowledge and understanding of effective teaching strategies to support students' literacy and numeracy achievement.	2.5.3 Support colleagues to implement effective teaching strategies to improve students' literacy and Numeracy achievement.	2.5.4 Monitor and evaluate the implementation of teaching strategies within the school to improve students' achievement in literacy and numeracy using research-based knowledge and student data.
Information and Communication Technology (ICT)	2.6.1 Implement teaching strategies for using ICT to expand curriculum learning opportunities for students.	2.6.2 Use effective teaching strategies to integrate ICT into learning and teaching programs to make selected content relevant and meaningful.	2.6.3 Model high-level teaching knowledge and skills and work with colleagues to use current ICT to improve their teaching practice and make content relevant and meaningful.	2.6.4 Lead and support colleagues within the school to select and use ICT with effective teaching strategies to expand learning opportunities and content knowledge for all students.

Standard 3 - plan for and implement effective teaching and learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Establish Challenging learning goals	3.1.1 Set learning goals that provide achievable challenges for students of varying abilities and characteristics.	3.1.2 Set explicit, challenging and achievable learning goals for all students.	3.1.3 Develop a culture of high expectations for all students by modelling and setting challenging learning goals.	3.1.4 Demonstrate exemplary practice and high expectations and lead colleagues to encourage students to pursue challenging goals in all aspects of their education.
Plan, structure and sequence learning programs	3.2.1 Plan lesson sequences using knowledge of student learning, content and effective teaching strategies.	3.2.2 Plan and implement well structured learning and teaching programs or lesson sequences that engage students and promote learning.	3.2.3 Work with colleagues to plan, evaluate and modify learning and teaching programs to create productive learning environments that engage all students.	3.2.4 Exhibit exemplary practice and lead colleagues to plan, implement and review the effectiveness of their learning and teaching programs to develop students' knowledge, understanding and skills.
Use teaching strategies	3.3.1 Include a range of teaching strategies in teaching.	3.3.2 Select and use relevant teaching strategies to Develop knowledge skills, problem	3.3.3 Support colleagues to select and apply effective teaching strategies to develop knowledge,	3.3.4 Work with colleagues to review, modify and expand their repertoire of

		solving and critical creative thinking.	skills, problem solving and critical and creative thinking.	teaching strategies to enable students to use knowledge, skills, problem solving and critical and creative thinking.
Select and use resources	3.4.1 Demonstrate knowledge of a range of resources, including ICT, that engage students in their learning.	3.4.2 Select and/or create and use a range of resources, including ICT, to engage students in their learning.	3.4.3 Assist colleagues to create, select and use a wide range of resources, including ICT, to engage students in their learning.	3.4.4 Model exemplary skills and lead colleagues in selecting, creating and evaluating resources, including ICT, for application by teachers within or beyond the school.
Use effective classroom communication	3.5.1 Demonstrate a range of verbal and non-verbal communication strategies to support student engagement.	3.5.2 Use effective verbal and non-verbal communication strategies to support student understanding, participation engagement and achievement.	3.5.3 Assist colleagues to select a wide range of verbal and non-verbal communication strategies to support students' understanding, engagement and achievement.	3.5.4 Demonstrate and lead by example inclusive verbal and non-verbal communication using collaborative strategies and contextual knowledge to support students' understanding, engagement and achievement.
Evaluate and improve teaching programs	3.6.1 Demonstrate broad knowledge of strategies that can be used to evaluate teaching programs to improve student learning.	3.6.2 Evaluate personal teaching and learning programs using evidence, including feedback from students and student assessment data to inform planning.	3.6.3 Work with colleagues to review current teaching and learning programs using student feedback, student assessment data, knowledge of curriculum and workplace practices.	3.6.4 Conduct regular reviews of teaching and learning programs using multiple sources of evidence including: student assessment data, curriculum documents, teaching practices and feedback from parents/carers, students and colleagues.
Engage parents/carers in the educative process	3.7.1 Describe a broad range of strategies for involving parents/carers in the educative process	3.7.2 Plan for appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning.	3.7.3 Work with colleagues to provide appropriate and contextually relevant opportunities for parents/carers to be involved in their children's learning.	3.7.4 Initiate contextually relevant processes to establish programs that involve parents/carers in the education of their children and broader school priorities and activities.

Standard 4 -create and maintain supportive and safe learning environments

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Support student participation	4.1.1 Identify strategies to support inclusive student participation and engagement in classroom activities.	4.1.2 Establish and implement inclusive and positive interactions to engage and support all students in classroom activities.	4.1.3 Model effective practice and support colleagues to implement inclusive strategies that engage and support all students.	4.1.4 Demonstrate and lead by example the development of productive and inclusive learning environments across the school by reviewing inclusive strategies and exploring new approaches to engage and support all students.
Manage classroom activities	4.2.1 Demonstrate the capacity to organise classroom activities and provide clear directions.	4.2.2 Establish and maintain orderly and workable routines to create an environment where student time is spent on learning tasks.	4.2.3 Model and share with colleagues a flexible repertoire of strategies for classroom management to ensure all students are engaged in purposeful activities.	4.2.4 Initiate strategies and lead colleagues to implement effective classroom management and promote student responsibility for learning.
Manage challenging behaviour	4.3.1 Demonstrate knowledge of practical approaches to manage challenging behaviour.	4.3.2 Manage challenging behaviour by establishing and negotiating clear expectations with students and address discipline issues promptly, fairly and respectfully.	4.3.3 Develop and share with colleagues a flexible repertoire of behaviour management strategies using expert knowledge and workplace experience.	4.3.4 Lead and implement behaviour management initiatives to assist colleagues to broaden their range of strategies.
Maintain student safety	4.4.1 Describe strategies that support students' wellbeing and safety working within school and/or system, curriculum and legislative requirements.	4.4.2 Ensure students' wellbeing and safety within school by implementing school and/or system, curriculum and legislative requirements.	4.4.3 Initiate and take responsibility for implementing current school and/or system, curriculum and legislative requirements to ensure student well-being and safety.	4.4.4 Evaluate the effectiveness of student well-being policies and safe working practices using current school and/or system, curriculum and legislative requirements and assist colleagues to update their practices.
Use ICT safely, responsibly and ethically	4.5.1 Demonstrate an understanding of the relevant issues and the strategies available to support	4.5.2 Incorporate strategies to promote the safe, responsible and	4.5.3 Model, and support colleagues to develop, strategies to promote the safe, responsible	4.5.4 Review or implement new policies and strategies to ensure the safe,

	the safe, responsible and ethical use of ICT in learning and teaching.	ethical use of ICT in learning and teaching.	and ethical use of ICT in learning and teaching.	responsible and ethical use of ICT in learning and teaching.
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Standard 5 -assess, provide feedback and report on student learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Assess student learning	5.1.1 Demonstrate understanding of assessment strategies including, informal and formal, diagnostic, formative and summative approaches to assess student learning.	5.1.2 Develop, select and use informal and formal, diagnostic, formative and summative assessment strategies to assess student learning	5.1.3 Develop and apply a comprehensive range of assessment strategies to diagnose learning needs, comply with curriculum requirements and support colleagues to evaluate the effectiveness of their approaches to assessment.	5.1.4 Evaluate school assessment policies and strategies to support colleagues with: using assessment data to diagnose learning needs, complying with curriculum, system and/or school assessment requirements and using a range of assessment strategies.
Provide feedback to students on their learning	5.2.1 Demonstrate an understanding of the purpose of providing timely and appropriate feedback to students about their learning	5.2.2 Provide timely, effective and appropriate feedback to students about their achievement relative to their learning goals.	5.2.3 Select from an effective range of strategies to provide targeted feedback based on informed and timely judgements of each student's current needs in order to progress learning.	5.2.4 Model exemplary practice and initiate programs to support colleagues in applying a range of timely, effective and appropriate feedback strategies.
Make consistent and comparable judgements	5.3.1 Demonstrate understanding of assessment moderation and its application to support consistent and comparable judgements of student learning.	5.3.2 Understand and participate in assessment moderation activities to support consistent and comparable judgements of student learning.	5.3.3 Organise assessment moderation activities that support consistent and comparable judgements of student learning.	5.3.4 Lead and evaluate moderation activities that ensure consistent and comparable judgements of student learning to meet curriculum and school or system requirements.
Interpret student data	5.4.1 Demonstrate the capacity to interpret student assessment data to evaluate student learning and modify teaching practice.	5.4.2 Use student assessment data to analyse and evaluate student understanding of subject/ content, identifying interventions and modifying teaching practice.	5.4.3 Work with colleagues to use data from internal and external student assessments for evaluating learning and teaching, identifying interventions and modifying teaching practice.	5.4.4 Co-ordinate student performance and program evaluation using internal and external student assessment data to improve teaching practice.

Report on student achievement	5.5.1 Demonstrate understanding of a range of strategies for reporting to students and parents/carers and the purpose of keeping accurate and reliable records of student achievement.	5.5.2 Report clearly, accurately and respectfully to students and parents/ carers about student achievement making use of accurate and reliable records.	5.5.3 Work with colleagues to construct accurate, informative and timely reports to students and parents/carers about student learning and achievement.	5.5.4 Evaluate and revise reporting and accountability mechanisms in the school to meet the needs of students, parents/carers and colleagues.
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Standard 6 - engage in professional learning

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Identify and plan professional learning needs	6.1.1 Demonstrate an understanding of the role of the National Professional Standards for Teachers in Identifying Professional learning needs.	6.1.2 Use the National Professional Standards for Teachers and advice from colleagues to identify and plan professional learning needs.	6.1.3 Analyse the National Professional Standards for Teachers to plan personal professional development goals, support colleagues to identify and achieve personal development goals and pre-service teachers to improve classroom practice.	6.1.4 Use comprehensive knowledge of the National Professional Standards for Teachers to plan and lead the development of professional learning policies and programs that address the professional learning needs of colleagues and pre-service teachers.
Engage in professional learning and improve practice	6.2.1 Understand the relevant and appropriate sources of professional learning for teachers.	6.2.2 Participate in learning to update knowledge and practice, targeted to professional needs and school and/or system priorities.	6.2.3 Plan for professional learning by accessing and critiquing relevant research, engage in high quality targeted opportunities to improve practice and offer quality placements for pre-service teachers where applicable.	6.2.4 Initiate collaborative relationships to expand professional learning opportunities, engage in research, and provide quality opportunities and placements for pre-service teachers.
Engage with colleagues and improve practice	6.3.1 Seek and apply Constructive feedback from supervisors and teachers to improve teaching practices.	6.3.2 Contribute to collegial discussions and apply constructive feedback from colleagues to improve professional knowledge and practice.	6.3.3 Initiate and engage in professional discussions with colleagues in a range of forums to evaluate practice directed at improving professional knowledge and	6.3.4 Implement Professional dialogue within the school or professional learning network(s) that is informed by feedback, analysis of current research and practice to

			practice, and the educational outcomes of students.	improve the educational outcomes of students.
Apply professional Learning and improve student learning	6.4.1 Demonstrate an understanding of the rationale for Continued Professional learning and the implications for improved student learning.	6.4.2 Undertake professional learning programs designed to address identified student learning needs.	6.4.3 Engage with colleagues to evaluate the effectiveness of teacher professional learning activities to address student learning needs.	6.4.4 Advocate for, participate in and lead strategies to support high-quality professional learning opportunities for colleagues that focus on improved student learning.

Standard 7 - engage professionally with colleagues, parents/carers and the community

FOCUS	GRADUATE	PROFICIENT	HIGHLY ACCOMPLISHED	LEAD
Meet professional ethics and responsibilities	7.1.1 Understand and apply the key Principles described in codes of ethics and conduct for the teaching profession.	7.1.2 Meet codes of ethics and conduct established by regulatory authorities, systems and schools.	7.1.3 Maintain high ethical standards and support colleagues to interpret codes of ethics and exercise sound judgement in all school and community contexts.	7.1.4 Model exemplary ethical behaviour and exercise informed judgements in all professional dealings with students, colleagues and the community.
Comply with legislative, administrative and organisational requirements	7.2.1 Understand the relevant legislative, administrative and Organisational polices and processes required for teachers according to school stage.	7.2.2 Understand the implications of and comply with relevant legislative, administrative and organisational requirements, polices and processes.	7.2.3 Support colleagues to review and interpret legislative, administrative, and organisational requirements, policies and processes.	7.2.4 Initiate, develop and implement relevant policies and processes to support colleagues' compliance with and understanding of existing and new legislative, administrative, organisational and professional responsibilities.
Engage with the parents/carers	7.3.1 Understand strategies for working effectively, sensitively and confidentially with parents/carers.	7.3.2 Establish and maintain respectful collaborative relationships with parents/carers regarding their children's learning and well-being.	7.3.3 Demonstrate responsiveness in all communications with parents/carers about their children's learning and well-being.	7.3.4 Identify, initiate and build on opportunities that engage parents/carers in both the progress of their children's learning and in the educational priorities of the school.

Engage with Professional teaching networks and broader communities	7.4.1 Understand the role of external professionals and community representatives in broadening teachers' professional knowledge and practice.	7.4.2 Participate in professional and community networks and forums to broaden knowledge and improve practice.	7.4.3 Contribute to professional networks and associations and build productive links with the wider community to improve teaching and learning.	7.4.4 Take a leadership role in professional and community networks and support the involvement of colleagues in external learning opportunities.
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J. WEBSTER, *Commissioner*

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SERIAL C9074

**CROWN EMPLOYEES (AUSTRALIAN MUSIC EXAMINATIONS
NEW SOUTH WALES EDUCATION STANDARDS AUTHORITY
EXAMINERS, ASSESSORS AND CHIEF EXAMINERS) AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Educational Standards Authority.

(Case No. 135472 of 2019)

Before Chief Commissioner Kite

24 July 2019

AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|--|
| 1. | Arrangement |
| 2. | Dictionary |
| 3. | Anti-Discrimination |
| 4. | Marking Rates - Base Rates |
| 5. | Marking Rates (Written) |
| 6. | Examining Rates (Practical) |
| 7. | Meal Allowance |
| 8. | Travel and Living Allowance |
| 9. | Family Leave Provisions |
| 10. | Chief Examiners |
| 11. | Minimum Payment |
| 12. | Superannuation |
| 13. | Salary Sacrifice to Superannuation |
| 14. | Deduction of Unions' Membership Fees |
| 15. | No Further Claims |
| 16. | Hours of Work |
| 17. | Conditions of Examining and Marking |
| 18. | Examination Procedures |
| 19. | Recruitment of Examiners and Assessors |
| 20. | Performance Development |
| 21. | System Improvements |
| 22. | Dispute Resolution Procedures |
| 23. | Duties as Directed |
| 24. | Work Health and Safety |
| 25. | Termination of Services |
| 26. | Area, Incidence and Duration PARTB |

PART B

MONETARY RATES

Table 1 - Base Rates

Table 2 - Allowances for Chief Examiners

2. Dictionary

- 2.1 "AMEB (NSW)" means the Australian Music Examinations Board of New South Wales, which is the State agency in New South Wales of the Australian Music Examinations Board.
- 2.2 "Assessors" means persons employed to undertake marking of the AMEB (NSW) written examination papers and paid by the number of papers marked per hour.
- 2.3 "Chief Examiners" means persons employed to provide expert advice on all aspects of syllabus development and interpretation, examination practice and procedures, and professional issues relating to the training, development and conduct of examiners, and other duties as directed by the State Manager, for a group of instruments.
- 2.4 "Employees" means Chief Examiners, Assessors and Examiners employed by the NSW Education Standards Authority.
- 2.5 "Examination Headquarters" means the Australian Music Examinations Board Music Studios at 117 Clarence Street, Sydney.
- 2.6 "Examiners" means persons employed to undertake the AMEB (NSW) practical examinations at the AMEB (NSW) headquarters and other various locations throughout New South Wales and paid by the number of hours worked.
- 2.7 "Metropolitan Area" means a 40-kilometre radius from the AMEB (NSW) examination headquarters.
- 2.8 "Parties" means the NSW Education Standards Authority, the Australian Education Union New South Wales Teachers Federation Branch and the New South Wales Independent Education Union.
- 2.9 "State Manager" means the State Manager, AMEB (NSW), employed under the *Government Sector Employment Act 2013* by the NSW Education Standards Authority and accountable to the Chief Executive Officer, NSW Education Standards Authority for the total management of the AMEB (NSW) and the management of the AMEB (NSW) personnel and finances.
- 2.10 "Superannuation Guarantee Contribution (SGC)" is the minimum compulsory level of superannuation contributions employers are required to make for their employees under the Commonwealth's Superannuation Guarantee legislation.
- 2.11 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *NSW Education Standards Authority Act 2013*. The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 2.12 "Unions" means the Australian Education Union New South Wales Teachers Federation Branch and the New South Wales Independent Education Union.

3. Anti-Discrimination

- 3.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.

- 3.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.4 Nothing in this clause is to be taken to affect:
- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Marking Rates - Base Rates

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

5. Marking Rates (Written)

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

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

6. Examining Rates (Practical)

- 6.1 The rate for practical examining for examiners shall be the base rate specified in Table I - Base Rates of Part B, Monetary Rates.

7. Meal Allowance

- 7.1 Meal allowances are payable to examiners and shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.

8. Travel and Living Allowance

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

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

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

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

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

8.2.3 the rate pursuant to subclause 8.1 of this clause.

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

- 8.4 Where it is reasonable for examiners required to travel pursuant to subclause 8.2 of this clause to be away from their homes overnight, they shall be entitled to a daily living allowance paid at the applicable rate pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor as amended from time to time.

9. Family Leave Provisions

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

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

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

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

- 9.2 Personal Carers entitlement for Employees

9.2.1 Employees are entitled to not be available to attend work, or to leave work if they need to care for a family member who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to evidentiary requirements set out below in (9.3), and the notice requirements set out in (9.4).

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

a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), a grandparent,

grandchild or sibling of the Employee or of the spouse or de facto spouse of the Employee; or

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

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

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

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

- 9.2.2 The Chief Executive Officer and the Employee shall agree on the period which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.
- 9.2.3 The Chief Executive Officer must not fail to re-engage an Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage an Employee are otherwise not affected.
- 9.3 The Employee, shall if required:
- 9.3.1 Establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- 9.3.2 Establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such an emergency resulted in the person concerned requiring care by the Employee.
- In normal circumstances, an Employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- 9.4 The Employee must, as soon as reasonably practical and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (drawn from AIRC order (PR964989)).
- 9.5 Bereavement entitlements for Employees
- 9.5.1 Employees are entitled to not be available to attend work or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- 9.5.2 The Chief Executive Officer and the Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Employee is not entitled to any payment for the period of non-attendance.
- 9.5.3 The Chief Executive Officer must not fail to re-engage the Employee because the Employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage an Employee are otherwise not affected.
- 9.5.4 The Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not

reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the Employee will inform the employer within 24 hours of the absence (Drawn from AIRC order (PR964989)).

10. Chief Examiners

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

11. Minimum Payment

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

12. Superannuation

- 12.1 All examiners, assessors and Chief Examiners shall be entitled to occupational superannuation at the applicable SOC rate for all payments pursuant to clauses 4, Marking Rates - Base Rates, 5, Marking Rates (Written), and 6, Examining Rates (Practical).

13. Salary Sacrifice to Superannuation

- 13.1 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 4, Marking Rates-Base Rates, to additional employer superannuation contributions. Such election must be made prior to the commencement of the period of service to which the earnings relate. In this clause, "superannuable salary" means the employee's salary as notified from time to time to the New South Wales public sector superannuation trustee corporations.
- 13.2 Where the employee has elected to sacrifice a portion of that payable salary to additional employer superannuation contributions:
- 13.2.1 subject to Australian Taxation law, the sacrificed portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that sacrificed portion; and
 - 13.2.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this award or any applicable award, Act or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary which would have applied to the employee under the said clause 4 in the absence of any salary sacrifice to superannuation made under this award.
- 13.3 The employee may elect to have the portion of payable salary which is sacrificed to additional employer superannuation contributions:
- 13.3.1 paid into the superannuation scheme established under the *First State Superannuation Act 1992* as optional employer contributions; or

- 13.3.2 subject to the department or agency's agreement, paid into a private sector complying superannuation scheme as employer superannuation contributions.
- 13.4 Where an employee makes an election in terms of subclause 13.3 of this clause, the employer shall pay the portion of salary, the subject of election, to the relevant superannuation fund.
- 13.5 Where the employee is a member of a superannuation scheme established under:
- 13.5.1 the *Police Regulation (Superannuation) Act 1906*;
- 13.5.2 the *Superannuation Act 1916*;
- 13.5.3 the *State Authorities Superannuation Act 1987*;
- 13.5.4 the *State Authorities Non-contributory Superannuation Act 1987*; or
- 13.5.5 the *First State Superannuation Act 1992*,
- the employee's department or agency must ensure that the amount of any additional employer superannuation contributions specified in subclause 13.1 of this clause is included in the employee's superannuable salary which is notified to the New South Wales public sector superannuation trustee corporations.
- 13.6 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 13.5 of this clause, the department or agency will continue to base contributions to that fund on the salary payable under clause 4 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.

14. Deduction of Unions' Membership Fees

- 14.1 The unions shall provide the employer with a schedule setting out unions' fortnightly membership fees payable by members of the unions in accordance with the unions' rules.
- 14.2 The unions shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of unions' fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 14.3 Subject to 14.1 and 14.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the unions' rules, provided that the employee has authorised the employer to make such deductions.
- 14.4 Monies so deducted from employees' pay shall be forwarded regularly to the unions together with all necessary information to enable the unions to reconcile and credit subscriptions to employee's union membership accounts.
- 14.5 Unless other arrangements are agreed to by the employer and the unions, all unions' membership fees shall be deducted on a fortnightly basis.
- 14.6 Where an employee has already authorised the deduction of union's membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

15. No Further Claims

- 15.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2019, 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.

16. Hours of Work

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

17. Conditions of Examining and Marking

- 17.1 Examiners and assessors shall strictly adhere to the official timetable, other than in circumstances recognised by the State Manager as being beyond their control.
- 17.2 The State Manager shall ensure that all examination centres have adequate facilities and that all occupational health and safety requirements are met. Where facilities are identified as inadequate, examiners are to assist by reporting to the State Manager to ensure remedial action can be initiated.
- 17.3 The AMEB (NSW) shall supply appropriate identification to examiners to be worn during their hours of work.

18. Examination Procedures

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

19. Recruitment of Examiners and Assessors

- 19.1 The AMEB (NSW) selection criteria for the recruitment of examiners and assessors include:

- 19.1.1 relevant music and/or speech and drama qualifications;
- 19.1.2 developed skills in teaching and performance;
- 19.1.3 excellent interpersonal skills;
- 19.1.4 communications skills and ability to articulate concepts clearly;
- 19.1.5 constructive, supportive and analytical report writing skills;

- 19.1.6 sound understanding of the stylistic elements essential to performance;
 - 19.1.7 demonstrated knowledge of the AMEB {NSW} repertoire, syllabus requirements and regulations;
 - 19.1.8 demonstrated a professional understanding of the standards obtainable at each grade level within the syllabus and availability to examine.
- 19.2 Successful applicants shall be required to undertake mandatory induction training as appropriate and approved by the AMES (NSW). Such training shall be paid at the base rate as set out in Table 1 - Base Rates of Part B, Monetary Rates.

20. Performance Development

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

21. System Improvements

- 21.1 The AMEB (NSW) acknowledges its continuing obligation to:
- 21.1.1 provide appropriate training to assist examiners in dealing with teachers, parents and candidates and in preparing examination reports;
 - 21.1.2 ensure teachers, parents and candidates are aware of the appropriate avenues of securing feedback from examiners on candidate performance.
- 21.2 Implementation of Revised Procedures - The parties agree to consult and co-operate in the development and implementation of operational and examination and assessment procedures.

22. Dispute Resolution Procedures

- 22.1 Subject to the provisions of the *Industrial Relations Act* 1996, the following procedures shall apply:
- 22.1.1 Should any dispute (including a question or difficulty) arise, discussions shall be held between the State Manager and the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
 - 22.1.2 If the dispute is not resolved at this level, the matter shall be referred to the Chief Executive Officer, NSW Education Standards Authority or nominee, to enable discussions at this level with the person(s) concerned and/or a representative of the unions. They shall discuss the dispute with a view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.

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

23. Duties as Directed

- 23.1 The State Manager or delegate may direct an employee to carry out such duties which are within the limits of the employee's skill, competence and training, consistent with the classifications covered by this award and provided that such duties do not promote deskilling.
- 23.2 Any directions issued by the State Manager pursuant to subclause 23.1 of this clause shall be consistent with the State Manager's responsibility to provide a safe and healthy working environment.

24. Work Health and Safety

- 24.1 For the purposes of this clause, the following definitions shall apply:
- 24.1.1 A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
- 24.1.2 A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that employer which might otherwise have been carried out by the other employer's own employees.
- 24.2 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):
- 24.2.1 consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 24.2.2 provide employees of the labour hire business and/or contract business with the appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
- 24.2.3 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
- 24.2.4 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.
- 24.3 Nothing in this clause 24 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*.
- 24.4 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.

- 24.5 This clause operates from 21 March 2006.

25. Termination of Services

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

26. Area, Incidence and Duration

- 26.1 This award covers all persons employed by the NSW Education Standards Authority as AMEB (NSW) Examiners, Assessors and Chief Examiners.
- 26.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Australian Music Examinations Board (New South Wales) Examiners, Assessors and Advisers) Award 2014 published 5 May 2017 (381 I.G. 199), as varied.
- 26.3 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 24 July 2019.
- 26.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PARTB

MONETARY RATES

Table 1 - Base Rates

	Amount Per Hour \$
Base rate on and from 1 January 2017	81.37
Base rate on and from 1 January 2018	83.40
Base rate on and from 1 January 2019	85.49

Table 2 - Allowances for Chief Examiners

Chief Examiners per annum allowance	2.5% On and from 1/1/17 \$	2.5% On and from 1/1/18 \$	2.5% On and from 1/1/19 \$
Level 1: candidature 0 to 100	960	984	1009
Level 2: candidature 101 to 3,000	1927	1975	2024
Level 3: candidature 3,001 to 15,000	2887	2959	3033
Level 4: candidature Over 15,001	3846	3942	4041

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	On and from 1/1/17 \$	On and from 1/1/18 \$	On and from 1/1/19 \$
1	8.1	Metropolitan travel allowance to AMES (NSW) examination headquarters	10.56	10.56	10.56

2	8. 2	Travel allowance per km outside metropolitan area: -Up to 8,000 km per annum -Over 8,000 km per annum	0.660 0.264	0.660 0.264	0.660 0.264
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P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (LIBRARIANS, LIBRARY ASSISTANTS,
LIBRARY TECHNICIANS AND ARCHIVISTS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 133745 of 2019)

Before Chief Commissioner Kite

22 August 2019

REVIEWED AWARD**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties
3.	Salaries
4.	Definitions
5.	Descriptors
6.	Commencing Rates of Pay
7.	Conditions of Employment
8.	Anti-Discrimination
9.	Grievance and Dispute Resolution Procedures
10.	Area, Incidence and Duration

PART B

MONETARY RATES

Schedule 1 - Salaries

PART A**1. Title**

This award shall be known as the Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award.

2. Parties

The parties to this Award are:

Industrial Relations Secretary

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

3. Salaries

3.1 The salaries payable to employees covered by this award are as set out in Schedule 1 - Salaries, of Part B, Monetary Rates, of this award.

- 3.2 The salaries set out in Schedule 1 - Salaries of the said Part B are shall be in accordance with the Crown Employees (Public Sector - Salaries 2019) Award.

4. Definitions

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

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

"Archivist" means an employee appointed as such who possesses archivist qualifications acceptable for professional membership of the Australian Society of Archivists (ASA) or other combination of qualifications and experience deemed by the agency head or the Public Service Commission to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ASA standard.

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

"Librarian" means an employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the agency head or the Public Service Commission to be equivalent that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Assistant" means an employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).

"Library Technician" means an employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the agency head or the Public Service Commission to be equivalent, that meets the minimum standard of skill and knowledge inherent in the ALIA standard.

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

5. Descriptors

Archivist Grade 1

A professional practitioner at this level:

- (a) Undertakes professional archives work of an operational nature. May manage discrete archival projects or archival operations and systems in a multi-disciplinary unit or team.
- (b) Requires sound knowledge of archival/record keeping concepts, principles and theory, and a sound understanding of archival/record keeping systems, practices and procedures. May also require an understanding of specific archival/record keeping systems, collections, services or functions.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards and priorities and deviate to a limited extent from precedent. With experience, may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.

- (e) The outcome of work is usually direct or short-term to intermediate, but may be long-term and may affect clients, collections, co-workers or other agencies. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Archivist Grade 2

An experienced professional practitioner or developing specialist at this level:

- (a) Undertakes professional archives work of an operational nature at a more complex/in depth or demanding level. May manage discrete archival projects, or archival operations and systems in a multi-disciplinary unit or team. May provide advice and assistance to Archivists Grade 1.
- (b) Requires a well-developed knowledge of archival/record keeping concepts, principles and theory, and well-developed skills in the application of archival/record keeping systems, practices and procedures, which may include specialised systems, collections, services or functions.
- (c) Exercises judgement and initiative in dealing with a range of complex tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually or cooperatively as a member of a non-hierarchical team or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work, including decisions, is direct but may be long-term in its effects on clients, collections, co-workers or other agencies. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Archivist Grade 3

A senior professional practitioner, manager, or specialist at this level:

- (a) Undertakes projects and other professional work of a policy or specialist nature, or manages a substantial service, project or team, or a range of smaller projects/ services/teams. May manage an archives/records unit in an agency and/or provide specialised advice to senior agency management or staff.
- (b) Requires substantial knowledge of archival/record keeping concepts, principles and theory. Has a high level of proficiency and expertise in specific system/s, collection/s, service/s, function/s or policy area/s. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation or the sector.
- (c) Exercises judgement and initiative in dealing with a range of complex and detailed operational, conceptual or policy-related problems and tasks that may extend beyond the immediate work area. May develop or introduce enhancements to practices, systems, procedures and services with limited reference to suitable precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior specialist or professional manager. Work may be reviewed periodically or at key stages for soundness of judgement and adherence to organisational or sector-wide objectives and policies.
- (e) The outcome of work, including decisions, is usually intermediate to long-term and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections or co-workers, or on sector-wide policy or performance/compliance. Work may contribute to the body of professional, subject or policy area knowledge.

Archivist Grade 4

A professional manager or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole or external parties. May initiate and implement a major archives/records project or program, or oversee the operations and systems of a substantial archives/records program in an agency.
- (b) Requires significant knowledge of archival/record keeping concepts, principles and theory extending across multiple aspects of the discipline. Also requires either significant management expertise or standing as a recognised internal or external authority on system/s, collection/s, service/s or policy area/s of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgement and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interpret information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of archives/record keeping that require new and unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed objectives.
- (e) The outcome of work, including decisions, has significant long-term effect, and usually contributes substantially to organisational performance and/or to the body of professional, subject or policy area knowledge. Work has significant legal, policy or service delivery implications at an organisational or sector-wide level.

Archivist Grade 5

A senior professional manager or principal specialist at this level:

- (a) Leads and directs a branch or program of strategic significance to the organisation, and/or provides authoritative advice of the highest order on an area of specialist or policy expertise or significance to the organisation, industry, profession or sector.
- (b) Requires extensive knowledge of archives/record keeping concepts, principles and theory extending across multiple aspects of the discipline. Requires extensive management expertise and detailed knowledge of policy and/or service delivery and development issues, and/or standing as a recognised authority of the highest level on system/s, collection/s, service/s or policy area/s, or an area of the discipline of significance to the organisation, industry, profession or sector.
- (c) Exercises critical or managerial judgement and initiative of the highest order to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of and implement program objectives and strategies, or new systems or approaches in the absence of precedent.
- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The impact of decisions and actions is strategic. Work contributes substantially to organisational performance and/or the body of professional, subject or policy area knowledge and has significant legal, policy or service delivery implications at an organisational or sector-wide level.

Library Assistant

A practitioner at this level:

- (a) Performs routine activities to gain practical experience required for the operation of information systems and services to clients.

- (b) Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
- (c) Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- (d) Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
- (e) The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

Library Technician Grade 1

A paraprofessional practitioner at this level:

- (a) Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- (b) Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.
- (d) Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.

Library Technician Grade 2

An experienced paraprofessional practitioner or specialist at this level:

- (a) Performs and co-ordinates activities required for the operation and maintenance of information services and systems at a comprehensive level. May manage discrete library and information management projects or coordinate the operations and systems of a unit or team.
- (b) Requires substantial knowledge and skill, as well as a high level of proficiency and expertise in library and information principles and theory necessary to undertake a wide range of tasks in library procedures and operations.
- (c) Exercises judgment in dealing with a range of complex or specialist tasks and problems, and in the application of principles and theory. Is able to adapt systems, standards or priorities, and deviate substantially from precedent.
- (d) Works under minimal direction of a senior professional or manager, and is reviewed occasionally or at key stages. Work may be undertaken individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team.
- (e) The outcome of work may have a long-term effect on clients, collections, co-workers or other agencies. Develops or applies work practices, procedures or policies in their area of responsibility. Work may contribute to the body of knowledge in library and information services, or area of specialisation.

Librarian Grade 1

A professional practitioner at this level:

- (a) Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
- (b) Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
- (c) Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
- (d) Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
- (e) The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.

Librarian Grade 2

An experienced professional practitioner and/or developing specialist at this level:

- (a) Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service.
- (b) Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
- (c) Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
- (d) Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.
- (e) The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.

Librarian Grade 3

A senior professional practitioner, manager and/or specialist at this level:

- (a) Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- (b) Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.

- (c) Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- (d) Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- (e) The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.

Librarian Grade 4

A principal professional practitioner and/or senior manager and/or senior specialist at this level:

- (a) Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service.
- (b) Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
- (d) Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
- (e) The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.

Librarian Grade 5

A principal professional manager and/or principal specialist at this level:

- (a) Leads and directs a branch or program or library service of strategic significance to the organisation and/or provides authoritative advice of the highest order in an area of specialist expertise of significance to the organisation, industry or profession.
- (b) Requires extensive knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Requires extensive management expertise and detailed knowledge of service delivery and development issues, and/or standing as a recognised authority on systems, collections, services, or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
- (c) Exercises critical or managerial judgment and initiative to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of,

and implement program objectives and strategies, or new systems or approaches in the absence of precedent.

- (d) Work is primarily guided by organisational policies and administrative controls.
- (e) The outcome of work, including decisions is strategic, and contributes substantially to organisational performance, or to the body of professional or subject knowledge. Work has significant legal, policy or service delivery implications at the organisational, State or National level.

6. Commencing Rates of Pay

- 6.1 An employee assigned as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in Part B of the Crown Employees (Public Sector - Salaries 2019) Award or any replacement award.
- 6.2 An employee assigned as a Librarian or Archivist Grade 1 who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in Part B of the Crown Employees (Public Sector - Salaries 2019) Award. or any replacement award

7. Conditions of Employment

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, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2019) Award or any awards replacing these awards.

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.

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.

- 8.2 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.
- 8.3 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.
- 8.4 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."

9. Grievance and Dispute Resolution Procedures

- 9.1 All grievances and dispute resolution relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.
- 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 agency 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. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the agency head.
- 9.6 The agency head may refer the matter to the Industrial Relations Secretary for consideration.
- 9.7 If the matter remains unresolved, the agency head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking any action, in relation to the matter.
- 9.8 An employee, at any stage, may request to be represented by their union.
- 9.9 The employee or the union on their behalf, or the agency head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- 9.10 The employee, union, agency, and the Industrial Relations Secretary shall agree to be bound by any order or determination by the Industrial Relations Commission of New South Wales 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. In a case involving work health and safety, if practicable, normal work shall proceed in a manner that avoids any risk to the health and safety of any employee or member of the public.

10. Area, Incidence and Duration

This award applies to employees in the classifications of Librarian, Library Assistant, Library Technician or Archivist employed under the *Government Sector Employment Act 2013*.

This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award published 21 October 2016 (380 I.G. 1046), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 22 August 2019.

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

PART B

MONETARY RATES

Schedule 1 - Salaries

Classification and Grades	Salary Point	1.7.19 Per annum 2.50% \$
Librarians and Archivists		
Grade 1		
Year 1	46	64,779
Year 2	52	68,543
Year 3	58	72,418
Year 4	64	76,931
Year 5	69	80,795
Year 6	74	84,635
Grade 2		
Year 1	78	88,184
Year 2	82	91,641
Year 3	87	96,194
Year 4	91	100,056
Grade 3		
Year 1	96	105,318
Year 2	99	108,573
Year 3	103	112,835
Year 4	107	117,343
Grade 4		
Year 1	110	120,857
Year 2	113	124,413
Year 3	116	128,089
Year 4	119	132,078
Grade 5		
Year 1	122	135,807
Year 2	125	140,358
Year 3	128	144,871
Year 4	-	149,787

Library Assistant		
Year 1	20	50,667
Year 2	25	53,767
Year 3	32	57,141
Year 4	40	61,399
Year 5	44	63,666
Library Technician		
Grade 1		
Year 1	46	64,779
Year 2	52	68,543
Year 3	58	72,418
Year 4	64	76,931
Grade 2		
Year 1	75	85,488
Year 2	78	88,184
Year 3	82	91,641
Year 4	87	96,194

P. M. KITE, *Chief Commissioner*

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**CROWN EMPLOYEES (NEW SOUTH WALES EDUCATION
STANDARDS AUTHORITY - EDUCATION OFFICERS) SALARIES
AND CONDITIONS AWARD 2017**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 127313 of 2019)

Before Chief Commissioner Kite

23 July 2019

REVIEWED AWARD

Arrangement

Clause No. Subject Matter

PART A

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. Work 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

- 1.1 This Award shall be known as the Crown Employees (NSW Education Standards Authority - Education Officers) Salaries and Conditions Award 2017.

2. Definitions

- 2.1 "Aboriginal Education Consultative Group" means a branch of the NSW Education Standards Authority 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 *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014*.
- 2.3 "Banked Time" means the amount of time by which Flex time is reduced by one or more days at the end of a settlement period for the purpose of being re-credited to the officer to cover approved absences from work in future settlement periods.
- 2.4 "NESA" means the NSW Education Standards Authority.
- 2.5 "Chief Education Officer" means a salary classification that includes, but is not restricted to, NESA Inspectors; President, Aboriginal Education Consultative Group; Chief Project Officers; Chief Curriculum Officers, and any successor performing the same role.
- 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 employed on an ongoing basis, on secondment, temporarily employed or temporarily assigned by the NSW Education Standards Authority pursuant to the *Government Sector Employment Act 2014*.
- 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 Officer 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 Australian Education Union New South Wales Teachers Federation Branch.
- 2.11 "Field Officer" means a 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 Flex time 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 Australian Education Union New South Wales Teachers Federation Branch.
- 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 "Industrial Relations Secretary" means the employer of the staff of the Public Service for the purpose of industrial proceedings as established under Part 4, Division 4 of the Act.
- 2.19 "Officer" or "Officers" means a person or all persons who is/are employed by or in the NSW Education Standards Authority 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 NSW Education Standards Authority, the Australian Education Federation New South Wales Teachers Federation Branch and the Industrial Relations Secretary.
- 2.21 "Ongoing employment" means employment to an ongoing role pursuant to section 43 of the Act.
- 2.22 "Chief Executive Officer" means the person holding or acting in the office of the Chief Executive Officer of the NSW Education Standards Authority pursuant to section 8 of the *Education Standards Authority Act 2013*. The Chief Executive Officer is the Agency Head pursuant to section 28 of the *Government Sector Employment Act 2013*. Reference to the Chief Executive Officer may from time to time refer to his/her delegate, meaning a person delegated by the Chief Executive Officer to perform functions associated with the office.
- 2.23 "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.
- 2.24 "Secondment" means when the NSW Education Standards Authority employs by making use of the services of an officer of the Department of Education.
- 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, 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 Officer), with an hour for lunch, Monday to Friday.
- 2.28 "Temporarily assigned" means employment of an Officer pursuant to section 46 of the Act.
- 2.29 "Temporarily employed" means when the NSW Education Standards Authority employs an Officer pursuant to section 43 of the Act.
- 2.30 "Union" means the Australian Education Union New South Wales Teachers Federation Branch
- 2.31 "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 Officer 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 the single salary point specified.
- 3.4 The Chief Executive Officer 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 NESAs 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 assigned to a role at the Chief Education Officer Grade 2 classification by the Chief Executive Officer. 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 Officer.

3A. Deduction of Union Membership Fees

- (i) The union shall provide the employee 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 NESA'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

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009;
Government Sector Employment Act 2013

Government Sector Employment Regulation 2014

Government Sector Employment Rules 2014

7. Appointment and Mobility Provisions

- 7.1 Where the public service sick leave entitlement is exhausted, Officers on secondment from the Department of Education or Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the NESAs agree, cumulative sick leave entitlements for their use, provided this is agreed to by the Department of Education or any other New South Wales Government Department/Declared Authority. The conversion of the cumulative sick leave entitlement will be attended to by the NESAs.
- 7.2 Officers on secondment from the Department of Education and Officers temporarily employed from any other New South Wales Government Department/Declared Authority can access, provided the NESAs agree, any accrued long service leave entitlements for their use, provided this is agreed to by the Department of Education or the relevant New South Wales Government Department/Declared Authority. The conversion of the long service leave entitlement will be attended to by the NESAs.
- 7.3 The NESAs will facilitate, where agreed, an Officer's portability of entitlements for long service and sick leave whilst they are in the employment of the NESAs.

- 7.4 In addition to the provisions of the Public Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Reviewed 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 NESA will pay the difference in salary between the Officer's substantive salary and the salary whilst at the NESA 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's policy will be taken into specific regard in NESA employment practices.
- 7.6 The NESA'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	10 days
June on or after 15th	15 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	5 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 77.2 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 the Chief Executive Officer 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 NESA 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 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 Officer 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 (Liaison Officers) 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 subclause 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 Officer 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 Officer 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 Officer 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 Officer 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 Officer or delegate.
- 8.9.2 An Officer may elect to change from flexible working hours to standard hours in agreement with the Chief Executive Officer or delegate.
- 8.9.3 Nothing in this clause shall prevent the NESAs 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 Officer 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 Officer 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 officer's flex time will be reduced by this amount for each day of Banked Time. Seven (7) hours will be re-credited 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 4 IO 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 Officer 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 Officer or delegate. Absences of this

type are not to be unreasonably denied, however the work demands of the NESAs 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 (Liaison Officers)

8.14.1 Flexible working hours of the Crown Employees (Public Service Conditions of Employment) Reviewed 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

Flex 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 3.30 pm 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 Officer 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 Officer 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 NESAs 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 Officer 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 Officer 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 Officer 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 NESAs 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 Government Sector Employment Regulation 2014 and the Crown Employees (Public Service Conditions of Employment) Reviewed 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 Officer to take, at such time as is convenient to the working of the NESA, 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 Officer shall:
- (a) allow the compensatory leave to continue to accumulate beyond the limit in paragraph 9.2.2 of subclause 9.2 of this clause; or
 - (b) 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:
- (a) 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;
 - (b) 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;
 - (c) for all excess hours worked on Sunday at the rate of double time;
 - (d) 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;
 - (e) 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
- (i) meal times shall not be included in the calculation of excess hours;
 - (ii) 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 Officer, his/her absence has been caused by circumstances beyond his/her control; and

- (iii) an officer who works excess hours on Saturdays, Sundays or public holidays shall:
 - (a) 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;
 - (b) 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

- (a) Payment in lieu of compensatory leave for excess hours worked shall not be paid for:
 - (i) periods of less than one-quarter of an hour;
 - (ii) time spent travelling, as the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.
 - (iii) 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 subclause 9.3.3(i)(c).
- (b)
 - (i) The formula for the calculation of payment for excess hours at ordinary rates shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{35 \text{ hours}}$$
 - (ii) 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.
- (c) 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.
- (d) In exceptional circumstances, the Chief Executive Officer 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

- (a) An allowance for the meal shall be paid pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or its successor or as amended from time to time provided the Chief Executive Officer is satisfied that:
 - (i) the performance of the work concerned at the time at which it was performed was necessary;

- (ii) the Officer incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (iii) 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.
- (b) 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 Clause 9.3.4.1.
 - (c) 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.
 - (d) 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/NESA 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 NESA will consult with the Federation in reviewing the NESA's training and development 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 improving 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 NESA 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 NESA.
- 11.3 Where Officers are required to undertake a professional development opportunity designated as an agency priority by the NESA, the Officer will be considered to be on duty and all compulsory fees will be met by the NESA.
- 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 NESA exercises its discretion to refund all or part of these fees. The provisions of clause 9, 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 NESAs 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 NESAs 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 NESAs 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 NESAs 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 NESAs Work 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 Officer'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 Officer 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 Officer 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 Officer 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:
- 15.3.1 curriculum officers: drafting or amending syllabus and curriculum support documents;
- 15.3.2 test development and assessment officers: examination specifications and other assessment resource materials;
- 15.3.3 policy and public affairs officers: NESA policies, rules and public relations and event material.
- 15.4 Any directions issued by the Chief Executive Officer shall be consistent with the Chief Executive Officer'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:
- 16.1.1 the Officer being responsible for the care and support of the person concerned; and
- 16.1.2 the person concerned being:
- (a) a spouse of the Officer; or
 - (b) 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
 - (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 Officer or of spouse or de facto spouse of the Officer; or

- (d) 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 Officer 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:

- (a) compassionate grounds such as the death or illness of a close member of the family or a member of the Officer's household;
- (b) 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;
- (c) emergency or weather conditions such as when flood, fire or snow etc. threaten property and/or prevent an Officer from reporting for duty;
- (d) 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 Officer 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, Chief Executive Officer 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:

- (a) 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.
- (b) If available family and community 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. 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.
- (c) 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 Officer 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 Officer 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 16.4.1 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 16.4.3 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 Officer, 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 Officer may grant an Officer other leave entitlements for reasons related to family responsibilities of, or community service by, the Officer. An Officer may elect, with the consent of the Chief Executive Officer, 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, 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*, prior to 31 December 2019 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.

20. Area, Incidence and Duration

20.1 The department for which this award is made is the NSW Education Standards Authority. The Award covers all persons employed on an ongoing basis, seconded or temporarily employed by the NESA in

the classifications of Chief Education Officer, Principal Education Officer, Senior Education Officer and Education Officer.

- 20.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Board of Studies, Teaching and Educational Standards - Education Officers) Salaries and Conditions Award 2015 published 5 May 2017 (381 I.G. 211), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 23 July 2019.

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

PARTB

MONETARY RATES

Table 1 - Salaries

Chief Education Officer - Grade 1

Grade 1	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Level 1	152,037	155,838	159,734
Level 2	156,969	160,893	164,915
Level 3	161,905	165,953	170,102
Level 4	165,219	169,349	173,583
Level 5	168,900	173,123	177,451

Chief Education Officer - Grade 2

Grade 2	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Single salary point	173,123	177,451	181,887

Principal Education Officer

	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Single salary point	148,672	152,389	156,199

Senior Education Officer Grade 1

	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Level 1	114,275	117,132	120,060
Level 2	128,554	131,768	135,062

Senior Education Officer Grade 2

	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Single salary point	134,012	137,362	140,796

Education Officer AECG

	2.5% From the first pay period to commence on or after 1/1/2017 \$	2.5% From the first pay period to commence on or after 1/1/2018 \$	2.5% From the first pay period to commence on or after 1/1/2019 \$
Level 1			
1st year of service	83,286	85,368	87,502
Thereafter	85,912	88,060	90,262
Level 2			
1st year of service	89,281	91,513	93,801
Thereafter	91,898	94,195	96,550
Level 3			
1st year of service	94,649	97,015	99,440
Thereafter	97,486	99,923	102,421
Level 4			
1st year of service	101,538	104,076	106,678
Thereafter	104,768	107,387	110,072

Allowances

Allowances and the rates paid for allowances will be as determined and adjusted from time to time pursuant to the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor or as amended from time to time.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF PREMIER AND
CABINET) EXHIBITION PROJECT MANAGERS AND PROJECT
OFFICERS) AUSTRALIAN MUSEUM AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 134013 of 2019)

Before Chief Commissioner Kite

22 August 2019

REVIEWED AWARD

PART A

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Salaries
4.	Progression from level 5 to 6: Assessment Procedures
5.	Hours of work
6.	Overtime
7.	Anti-Discrimination
8.	Grievance and Dispute Resolution Procedures
9.	Consultative Committee
10.	Conditions of Employment
11.	Required Skills
12.	Training Commitment
13.	Work Arrangements
14.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

Attachment 1 - Nominated Organisational Skills
Attachment 2 - Nominated Exhibition Skills
Attachment 3 - General Fundamental Exhibition Skills
Attachment 4 - Specific Fundamental Exhibition Skills
Attachment 5 - Skills Listing - Exhibition Project Officer
Level 2 - 5
Attachment 6 - Skills Listing - Exhibition Project Officer
Level 6 - 8
Attachment 7 - Training Arrangements

2. Definitions

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

"Agency Head" means the Director and Chief Executive Officer of the Australian Museum.

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

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

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

"Director" means a divisional Director of the Australian Museum.

"Industrial Relations Secretary" means the Secretary of the NSW Department of Premier and Cabinet as defined in s49 of the Act.

"Exhibition Project Officer Level 1" means an employee appointed as such and engaged in routine exhibition projects under general supervision of a more senior Project Officer; and who possesses a trade certificate in areas of Carpentry/Joinery, Cabinet Making, Electronics, Radio Technology or equivalent plus a minimum of five years' experience in a relevant field of exhibition production; or who possesses a recognised degree, diploma in Art/Communication, Architecture, Applied Arts, Design (Industrial, Interior, Graphic), Engineering or qualifications deemed equivalent; or who has relevant work experience of not less than nine years.

"Exhibition Project Officer Level 2 - 5" means an employee appointed as such and engaged in both routine and complex exhibition projects and who gains skills in NOS; NES and both General FES (GFES) and Specific FES (SFES) as outlined in Attachment 5 and who possesses at least minimum qualifications required for Project Officer Level 1.

"Exhibition Project Officer Level 6 - 8" means an employee appointed as such and engaged in both routine and complex exhibition projects and who gains skills in NOS; NES and both General FES (GFES) and Specific FES (SFES) as outlined in Attachment 6 and who possesses at least minimum qualifications required for Project Officer Level 1 and has undergone skills training required for Project Officer Level 2 - 5.

"Exhibition Project Manager" means an employee responsible for the control and direction of defined exhibition projects, including management of production teams and who possesses at minimum qualifications required for Exhibition Project Officer, or relevant experience in Project Management; plus a demonstrated ability in management of exhibition projects.

"Nominated Organisation Skills" (NOS) means those skills required within the Museum to enhance the general abilities of staff as outlined in Attachment 1.

"Nominated Exhibition Skills" (NES) means those skills required within the Museum exhibition field acquired by all Exhibition Project Officers, as outlined in Attachment 2.

"General Fundamental Exhibition Skills" (GFE) means those skills which cover the major areas of specialisation within the Exhibition Division requiring a general working knowledge gained through work experience, exchange of ideas within/between project teams and/or short-term placement in the relevant area, as well as external course work. GFES are outlined in Attachment 3 - General Fundamental Exhibition Skills.

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

"Specific Fundamental Exhibition Skills" (SFES) means those more specialised skills which require specialist knowledge gained through tertiary and trade courses or relevant experience. Specific FES skills are required in one of the four components of the Division under separate categories of Design; Electronics and Media; Fabrication and Construction; and Preparation. SFES are outlined in Attachment 4.

“Employee” means a person engaged in an ongoing, temporary, or casual employment, under the Act.

3. Salaries

The salaries payable are prescribed in Part B, Monetary Rates, of this Award.

This award is listed in Schedule A of the Crown Employees (Public Sector – Salaries 2019) *Award* and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B of this Award are subject to the rates as set by the Crown Employees (Public Sector – Salaries 2019) *Award* or any award replacing it.

Employees appointed to the roles specified shall be paid the following salaries subject to the provisions of the *Government Sector Employment Act 2013* and the *Government Sector Employment Regulation 2014*.

Progression from Level 1 to Level 2 shall be subject to satisfactory conduct and performance and demonstrated willingness by the employee to undergo a skills training program as defined and certified by the supervisor..

Progression from Level 2 to Level 5 shall be subject to satisfactory conduct and service plus demonstrated ability and competence in the skills required at each level, as certified by both the supervisor and the Manager, Human Resources and approved by the Agency Head. This review shall be undertaken annually based on the anniversary of service of the employee.

Appointment above the minimum rate to an advertised vacancy shall be determined by the Agency Head (or delegated employee) on recommendation of an established selection committee as long as the employee can demonstrate possession of the required qualifications, experience and skills, including any overseas qualifications/ experience and any relevant voluntary experience.

An employee who has served for twelve months on the rate prescribed for Exhibition Project Officer Level 5 may be advanced to Level 6 provided that the review panel has certified to the Agency Head that

- (a) the employee concerned has completed the necessary training and skills development and is able to demonstrate their ability to undertake such work; and
- (b) the employee has indicated a willingness to participate in further skills training and development.

Progression from Level 6 to Level 8 shall be subject to satisfactory conduct and service plus demonstrated ability and competence in the skills required at each level, as certified by the supervisor, Manager Human Resources and Agency Head. This review shall be undertaken annually.

Progression shall be by way of increments paid at 12 month intervals, subject to satisfactory conduct and services as certified by the Agency Head.

4. Progression from Level 5 to Level 6: Assessment Procedures

- (a) A review panel consisting of the supervisor, Director (or their nominated delegate) and a representative from the Association and/or a Union representative from the Museum elected for this purpose by Exhibition Project Officers for the term of this Award, shall be constituted to consider and recommend to the Agency Head the progression of an employee from Exhibition Project Officer Level 5 to Exhibition Project Officer Level 6. Panel membership may be expanded to ensure representation of relevant equal employment opportunity (EEO) target groups.
- (b) The members of the panel shall examine a written statement prepared by the employee in support of their progression, as well as any other Museum papers or completed projects illustrating either the type of work performed by the employee or are otherwise relevant to the question of progression of the employee.
- (c) In the event that the committee members disagree on a recommendation, a written report shall be furnished to the Agency Head from each individual committee member stating the reasons why

progression is considered appropriate, or not as the case may be. The Agency Head shall make a determination, which is binding on all parties.

- (d) The employee shall have right of appeal to the Agency Head, who shall be empowered to appoint an independent senior staff member to review the panel's decision-making process and make further recommendations to the Agency Head regarding the employee's appeal.

5. Hours of Work

The ordinary hours of work shall be thirty-five hours per week. Flexible working hours are provided in accordance with provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement award.

6. Overtime

Overtime will be paid in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement award and the Personnel Handbook of New South Wales or any variation or replacement document.

7. Anti-Discrimination

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

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

8. Grievance and Dispute Resolution 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 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 Agency Head or delegate.
- (d) The immediate manager, or other appropriate employee, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Agency Head.
- (f) The Agency Head may refer the matter to the Industrial Relations Secretary for consideration.
- (g) If the matter remains unresolved, the Agency Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) An employee, at any stage, may request to be represented by the Association.
- (i) The employee or the Association on their behalf, or the Agency Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The employee, Association, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (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 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.

9. Consultative Committee

The Australian Museum's Joint Consultative Committee will be responsible for the implementation of this Award.

Changes to this Award that are considered appropriate during the term of this Award will be recommended by the Joint Consultative Committee to the Agency Head for consideration.

10. Conditions of Employment

All conditions of employment for Exhibition Project Officers will be in accordance with the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement award and the Personnel Handbook of New South Wales or any variation or replacement document.

11. Required Skills

The Museum is required to annually review the NOS, NES, GFES and SFES skills listing to ensure continuing applicability and to add or delete skills where necessary. This will be carried out by a committee of the Director or their delegate, an Exhibition Project Officer who is a union member and a representative of the Association at their discretion and the Manager, Human Resources.

12. Training Commitment

Upon entering this Award the Museum has undertaken a commitment to provide resources and opportunities for the training of Exhibition Project Officers as far as reasonable within the Museum's overall Training and Staff Development budget and requirements.

Training shall be undertaken as outlined in Attachment 7.

13. Work Arrangements

It is agreed that the focus of day-to-day work arrangements for employees covered by this Award will be on a project team basis, led by the Director or their delegate.

There will be flexibility in the composition of project team members, depending on the core skill requirements of particular projects, but emphasis shall be given to encouraging the multi-skilling of employees and broadening of work experience.

14. Area, Incidence and Duration

- (a) This Award shall apply to all staff of the Australian Museum employed under the classification of Exhibition Project Manager or Exhibit Project Officer as defined in Clause 2, Definitions.
- (b) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Department of Premier and Cabinet) Exhibition Project Managers and Project Officers) Australian Museum Award published 21 October 2016 (380 I.G. 1101), as varied.
- (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 22 August 2019.
- (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 - Rates of Pay

Effective from the first pay period commencing on or after: 1 July 2019

Exhibition Project Managers and Project Officers - Australian Museum			
Classification and Grades	Existing rates of pay as at 1.7.18	Common Salary Point	Rates of pay as at the first full pay period on or after 1.7.19 Per annum 2.5% \$
Exhibition Project Officer Skill Level 1	\$ 63,199	46	\$ 64,779

Skill Level 2	66,871	52	68,543
Skill Level 3	70,652	58	72,418
Skill Level 4	75,055	64	76,931
Skill Level 5	77,363	67	79,297
Skill Level 6	86,033	78	88,184
Skill Level 7	90,278	83	92,535
Skill Level 8	94,782	88	97,152
Exhibition Project Manager			
Year 1	101,684	95	104,226
Year 2	104,918	98	107,541
Year 3	109,078	102	111,805

ATTACHMENT 1

NOMINATED ORGANISATIONAL SKILLS

Nominated Organisational Skills (NOS) are those skills required within the Museum to enhance the general abilities of staff include:

Literacy Skills - ability to read and comprehend written material.

Numeracy Skills - ability to use basic principles of mathematics.

Manual Skills - skills in "hands-on" tasks.

Motor Skills - ability to use necessary tools, equipment, etc. required to complete tasks.

Oral Communication Skills - ability to articulate thoughts or ideas into words.

Written Communication Skills - ability to express thoughts or ideas in written form (including report writing, submissions, correspondence, text and other material).

Team Work Skills - ability to work as part of a group, to take directions and give input to the group process.

Work Health and Safety Knowledge & Application - understanding relevant legislation and safe work practices, including identification and removal of hazards and using this knowledge on the job.

Computing Skills - basic office computer skills.

On-the-Job Training Skills - ability to impart knowledge and skills applicable on-the-job to another person, including ability to teach and gauge when knowledge and skills have been acquired.

Train the Trainer Skills - ability to prepare and present a structured training program, setting measurable objectives, preparing visual and written training material and undertaking evaluation of the training.

Management & Supervision Skills:

Understanding of EEO Principles

Selection Techniques

Staff Appraisal

Planning/Organisational Skills

Time Management

Presentation Skills

Negotiating/Influencing Skills

Stress & Change Management

Decision Making/Problem Solving

Leadership & Team Building Skills

Project Management

ATTACHMENT 2

NOMINATED EXHIBITION SKILLS

Nominated Exhibition Skills (NES) are those skills required within the Museum exhibition field and acquired by all Exhibition Project Officers. Parts of certain NES skills will be acquired at different levels whilst a Project Officer is progressing through each level, with the end result that the total NES skill will be gained by the time the employee has reached the required incremental level referred to in the agreement. These skills will need to be reviewed and updated with changes in technology development. This area also includes use and maintenance of audio visual equipment and methods. NES skills include:

Artefact Handling & Mounting - Placing objects within an exhibition, taking into account physical constraints and limitations for rare, fragile or otherwise precious artefacts. This includes object handling, other objects or materials that it may come into contact with, lighting levels, chemical sensitivity, etc. as well as taking into account the aesthetics of the exhibition as a whole. Artefact handling skills need to be gained before mounting skills can be acquired.

Lighting Techniques - Balancing both the function of the exhibition and the object itself in terms of lighting levels within a particular exhibition, as well as the levels the object can take and having regard for the aesthetic presentation of the object.

Maintenance Operations & Management - Foreseeing problems over time and building in solutions into the physical construction of displays, e.g. in the maintenance of an object considering the ease of access to it, environmental conditions, pest control, etc. during production of the exhibition. Maintenance operations refers to the actual hands-on activities involved in maintenance (e.g. signage, lighting, general repairs, etc.) and these skills would be gained prior to maintenance management skills.

Estimating & Costing - Planning for amount of material (foam, resin, etc.), equipment, staffing requirements for exhibition projects, including costing and estimating for any field trips and sub-contracting that needs to be undertaken.

Network Planning - Analysing and planning the multifaceted activities required to put together an exhibition from planning to construction to future maintenance and linking these activities together in the correct sequence.

Packing & Transport-Planning and undertaking packing and moving either parts or whole exhibitions to other institutions, taking into account conservation issues.

Electronics Operations & Applications - The use and application of electronics technology to exhibitions development, including computing (advanced software applications); laser disc; videodisc; general programming.

ATTACHMENT 3

GENERAL FUNDAMENTAL EXHIBITION SKILLS

General Fundamental Exhibition Skills (GFES) are those skills which cover the major areas of specialisation within the Exhibition division requiring a general working knowledge gained through work experience, exchange of ideas within/between project teams and/or short-term placement in the relevant area, as well as external course work. General FES skills are acquired by all Project Officers and include:

Painting, Finishing and Woodworking - Knowledge of methods and issues relating to selection and processes.

Drafting & Detailing - Plan and document reading and ability to convey technical instruction.

Presentation Mock-ups/Models - Design/build preliminary models and components used at visualisation stage of gallery projects.

Plastics Fabrication - Knowledge of methods and issues relating to selection and processes.

Metal Fabrication - Knowledge of methods and issues relating to selection and processes.

Exhibition Component Design - Knowledge of methods and issues relating to graphics; showcase and furniture design; models and interactives.

ATTACHMENT 4

SPECIFIC FUNDAMENTAL EXHIBITION SKILLS

Specific Fundamental Exhibition Skills (SFES) are those more specialised skills which require specialised knowledge gained through tertiary and trade courses or equivalent experience. Specific FES skills are required in one of the four components of the Division under separate categories of Fabrication and Construction; Electronics and Media; Preparation; and Design.

The skills required are:

Fabrication and Construction

Cabinet Making - includes furniture/showcase design; - K.D. techniques; security locks and fittings; glazing; laminating; lighting; linings, mounts and props; jib and cutters; special detailing doors, panels, etc.

General Construction - includes set out major sites; framing in timber and steel; floor setting timber and sheeting; wall sheeting gyprock, customwood, hardboard.

Painting and Finishing - includes spray enamel, lacquers, epoxy; antique wood colouring and finishings; wall painting; paper hanging and special effects.

Metal Fabrication - includes welding, bending, cutting, forming; finishing: sheet metal.

Partitions and Office Fitting - includes fabrication walls and ceiling panels; door fitting/sliding/suspended; concertina moveable partitioning; glazing and sound proofing.

Floor Coverings - includes carpet laying; vinyl flooring; underlay installation.

Restorations - includes investigating styles and materials; repairing antique furniture and fittings; undertaking upholstery, caning, etc.

Electronics and Media

Systems Design - includes audio systems; video systems; multi-vision photo transparency systems; cinematic systems; integrated control systems; electronic signage/displays; interactive exhibits.

Systems Manufacture & Installation - includes electronic switching and control systems; microprocessor controls; installation and commissioning documentation.

Program Development - includes sound recording; video recording; post production; titling; special effects.

Software Management - includes mastering and archival transcription; copyright and licensing; storage systems; transmission duplications.

Event Services - includes conference design and co-ordination; theatre screenings; media launch co-ordination; social functions; seminar services; transcriptions.

Electronic Servicing includes preventative maintenance; breakdown repairs; modification and upgrading existing hardware; back-up system.

Preparation

Preservation Techniques - includes invertebrate; plant preservation; tanning and finishing; maceration; freezer drying; study skin preparation.

Fabrication Techniques - includes thermoplastic fabrication; metal fabrication; timber fabrication; glass and ceramic.

Mechanical & Animated Effects - includes moving exhibits; prototypes; timed sequences; interactive exhibits, etc.

Moulding and Casting - includes polyesters; epoxies; urethanes; silicones; fillers plasticisers and colorants.

Diorama and Foregrounding Construction & Presentation - design and construction of environments.

Taxidermy - includes mounting of skins on modelled form and various other forms of presenting mammals, birds and fish skins.

Biological Model Making - includes models of cells, organs and biological systems (animals, plants or parts thereof).

Topographical Model Making - includes scale models of buildings and galleries Sculpture - includes modelling and carving.

Painting & Scenic Art - includes murals, rock art, surfaces of rock castings, caves, etc.

Fieldwork - includes flora, fauna, geological collecting, firearm handling, trapping, driving.

Photography - includes environments and landscapes, etc.; specimens - for reference.

Replication - includes creative substitutes in a wide variety of materials of man-made artefacts and objects from nature.

Research - includes new materials, techniques and approaches and exhibit specific research such as is used for the interpretation of scientific presentations.

Chemical Handling - includes safety and proper storage, shelf life, contaminants, etc.

Adhesives - includes the full range of specialised bonding applications for all materials used in exhibition construction.

Paints, Lacquers & Coatings - includes knowledge of surface finish applications and equipment.

Animal Husbandry - includes fauna maintenance as required by live exhibits.

Biological Presentation - includes wetbox presentation, osteological presentation, skeletal articulation, etc.

Design

Reprographic Camera Skills - line and screen work, program setting and manipulations (3-dimension work, time over-ride etc.).

Layout Skills - placement of text, photos and graphics and/or 3-dimensional objects to meet a design concept; as well as production of mock-ups or visuals to give a good representation of final product and for presentation to management, etc.

Paste-up/Finished Art Skills - accurate placement of copy including registration, cut, crop and fold marking; accurate photo scaling and cropping; accurate technical pen work; colour separation and overlays; and specifications for printers.

Drafting & Detailing Skills - preparing specifications for contractors, etc.; and documentation for exhibition projects and publications.

Desktop Publishing Skills - the production of documents using computer for layout of text, photos and graphics.

Computer Graphics - the production of graphics using specific computer graphic programs.

Typography Skills - understanding the use of faces point size, kerning, leading, spacing, column widths and type styles and copyfitting.

Print Media Skills - understanding of the printing processes; knowledge of paper types, weights and surfaces for ink hold; knowledge of colours and how to achieve them using screens, pms colours and colour separation; knowledge of Publication printing including pagination, photo placement, colour page placement and binding; knowledge of photo printing techniques (screens, mezzotints, duotints); knowledge of special effects such as deep etching, dye cutting, folding, embossing and gloss varnishing; knowledge of instructions for printers in all of the above; checking of printer proofs.

Colour Theory Skills - the use of harmonies, contrasts, hues and discords to meet a concept.

Illustration Skills - undertaking scientific illustrations, maps, posters and publication illustrations, mock-ups drafting and perspective illustration; and knowledge of illustration equipment (pencil, technical pen, air brush, etc.).

Three Dimensional Display Skills - knowledge of screen-printing, light box displays, exhibition lighting, large scale bromides, photo mural and mounding, directional signage in metal plastics, etc.

Editing - undertaking proof reading, label writing and text concepts.

Picture Research - undertake research for graphic and photo requirements for exhibitions; undertake research to gain a working knowledge of exhibition or graphic design subject matter; undertake research into new exhibition techniques.

ATTACHMENT 5

SKILLS LISTING - EXHIBITION PROJECT OFFICER LEVEL 2-5

NOS Skills Required:

Literacy

Numeracy

Manual Skills

Motor Skills

Oral Communication

Written Communication

Team Work

Work Health and Safety [Knowledge and Application]

Computing

On-the-Job Training

NES Skills Required:

Artefact Handling

Artefact Mounting

Lighting Techniques

Maintenance Operations

Packing and Transport

Electronics Operations

Electronics Applications

GFES Skills:

Painting and Finishing

Drafting and Detailing

Presentation Mock-ups/Models

Plastics Fabrication

Metal Fabrication

Exhibition Component Design

SFES Skills Required:

Exhibition Project Officers are required to gain skills in one of the four components of the Division under separate categories of Fabrication and Construction; Electronics and Media; Preparation; and Design, as outlined in Attachment 4.

ATTACHMENT 6**SKILLS LISTING EXHIBITION PROJECT OFFICER LEVEL 6-8****NOS Skills Required:**

All skills as listed Attachment 5, as well as:

Train the Trainer

Management & Supervision Skills:
Understanding of EEO Principles

Staff Appraisal

Planning/Organising Skills

Presentation skills

Negotiating/Influencing Skills

Stress & Change Management

Decision Making/Problem Solving

Leadership & Team Building Skills

Selection Techniques

Time Management

Project Management

NES Skills Required:

All skills as listed in Attachment 5 as well as:

Maintenance Management

Estimating & Costing

Network Planning

GFES Skills Required:

All skills as listed in Attachment 3

SFES Skills Required:

Exhibition Project Officers are required to have a very high level of skills in one of the four components of the Division (Fabrication and Construction; Electronics and Media; Preparation; and Design), as outlined in Attachment 4.

ATTACHMENT 7

TRAINING ARRANGEMENTS

As per the Training Commitment in this Award (Clause 12), training shall be undertaken as follows:

Internal Courses - Courses will be designed as modules, particularly for NES skills. There will be a theoretical component developed by exhibitions staff with the expertise in the area and this material will be presented by the Museum's Training Officer. There will also be a practical component which will consist of project assignments, under supervision of the relevant exhibition employee. Each course will have a set of instructional objectives and staff will be required to meet set performance standards.

It is also envisaged that the senior Exhibitions staff who may be called on to present courses will undertake a modified "Train the Trainer" program to increase their skills in training.

All NOS skills required in the Award will be covered by internal courses, which are planned for in the Museum's Staff Development Program prepared every six months by the Human Resource Manager and Director.

There will be cases where external experts will be brought in to conduct specific training, for example in new equipment and technology, where this cannot be accommodated by Museum staff.

External Courses - There are several courses that may be undertaken externally. The Museum already has contacts with the relevant institutions, including TAFE and we will be liaising further with these bodies where the need arises for a specific course that cannot be dealt with in-house.

On-the-Job Training - This is an integral part of the Award. Many skills, particularly NES and GFES can best be learnt by direct work experience, rotation between Project Teams, participating in different kinds of projects (e.g. both small temporary and large semi-permanent exhibitions) and short-term placement with other staff specialists. At times, work activity and the exhibitions program may not be able to provide the range of skills needed through direct work experience. Therefore, the training will be undertaken through other means and be included in the Museum's Staff Development Program.

The Museum's Staff Appraisal Scheme will be used as a means of planning the training that needs to be undertaken by each employee and an individual development and training program prepared on an annual basis by the employee and supervisor, that will encompass the three different training options.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (NSW DEPARTMENT OF JUSTICE) STATE LIBRARY SECURITY STAFF AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 134023 of 2019)

Before Chief Commissioner Kite

22 August 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Definitions
2.	Title
3.	Parties to the Award
4.	Salaries
5.	Conditions of Employment
6.	Hours of Work
7.	Shift Loadings
8.	Incremental Progression
9.	Local Arrangements
10.	Deduction of Union Membership Fees
11.	Grievance and Dispute Settling Procedures
12.	Anti-Discrimination
13.	Area Incidence and Duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

PART A

1. Definitions

"The Crown Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement Award.

"Department" means - The NSW Department of Premier and Cabinet.

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

"Industrial Relations Secretary" means the Secretary of Treasury as defined in section 49 of the Act.

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

"The State Library" means the State Library of New South Wales.

2. Title

This Award shall be called the Crown Employees (NSW Department of Premier and Cabinet) State Library Security Staff Award.

3. Parties to the Award

The parties to the Award are the Industrial Relations Secretary and the PSA.

4. Salaries

- (a) Salaries have been annualised to include shift penalties except those for Public Holidays. Shift loadings for Public Holidays will be paid in the next available pay after working on a public holiday at the rate provided in the "Shift Work and Overtime" provisions of the Crown Award. The annualised salary rate will be the salary rate for all purposes including calculating overtime, holidays, leave loading, superannuation and long service leave.
- (b) The annualised salaries provided for in this award are calculated by using the shift loadings contained in the "Shift Work and Overtime" provisions of the Crown Award.
- (c) Staff employed under this award shall be eligible to receive the more favourable of leave loading or shift penalties when proceeding on recreation leave in accordance with the "Leave" provisions of the Crown Award.
- (d) Salaries paid to staff employed as Security Officers at the State Library will be as per Table 1 of Part B of this Award.
- (e) This award is listed in Schedule A of the Crown Employees (Public Sector – Salaries 2019) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Table 1 of Part B of this Award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2019) Award or any award replacing it.

5. Conditions of Employment

- (a) Except as where varied by this Award conditions of employment shall be as provided for in the Crown Award.
- (b) Security staff will be granted five (5) Rostered Days Off in each twenty (20) week shift cycle. Accrual of hours will be as locally arranged. Rostered days off will be taken as per the roster. Up to three (3) rostered days off may be banked.
- (c) Security staff will work the weekends rostered to qualify them for the five (5) additional days leave provided for in the "Shift Work and Overtime" provisions of the Crown Award.
- (d) There will not be a separate payment for a Computer Allowance as computer skills and responsibilities have been taken into account in the job evaluation process.
- (e) First aid allowances in line with the Crown Award will be paid to staff that acquire a first aid certificate.
- (f) An approved uniform and accessories will be issued to each Security Officer and must be worn when on duty. Uniforms and accessories will be replaced on a needs basis as approved by the Security Co-ordinators.
- (g) Staffing levels will be determined to meet the security needs of the Library. The State Library will have in place recruitment strategies so that all vacant roles are filled as expeditiously as possible.

6. Hours of Work

- (a) Hours of work shall continue to be thirty-five (35) hours per week worked over a seven (7) day roster.
- (b) The State Library may require a Security Officer to perform duty beyond the hours determined above but only if it is reasonable for the Security Officer to be required to do so. A Security Officer may refuse to work additional hours in circumstances where the working of such hours would result in them working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
 - (1) the Officer's prior commitments outside the workplace, particularly the Officer's family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to Security Officer health and safety,
 - (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,
 - (4) the notice (if any) given by the State Library regarding the working of the additional hours, and by the Security Officer of their intention to refuse the working of additional hours, or
 - (5) any other relevant matter.

7. Shift Loadings

The annualised salaries provided for in this Award are based on the current rosters and are calculated by using the penalties contained in the "Shift Work and Overtime" provisions of the Crown Award.

8. Incremental Progression

Security Officers will be entitled to the next increment, up to the 4th year increment, after 12 months' service, subject to satisfactory attendance, conduct and performance of duties.

9. Local Arrangements

- (a) Payment of Security Licence fees will be as agreed between the State Library and Security Staff.
- (b) To accrue time for rostered days off staff will take a forty-five (45) minute meal break and commence shifts at a time seven (7) minutes before the listed starting time.

10. Deduction of Union Membership Fees

- (a) The Association shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the Association's rules.
- (b) The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of 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 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.
- (d) 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.
- (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 deductions to continue.

11. 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 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) days, or as soon as practicable. The staff member may pursue this 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 Industrial Relations Secretary 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 their union.
- (i) The staff member or the union on their behalf, or the Department Head may refer the matter to the Industrial Relations Commission NSW if the matter is unresolved following the use of these procedures.
- (j) The staff member, the union, the Department Head and the Industrial Relations Secretary shall agree to be bound by any order or determination by the Industrial Relations Commission NSW 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 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.

12. Anti-Discrimination

- (a) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- (b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent

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

- (c) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (d) Nothing in this clause is to be taken to affect:
 - (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.

Notes:

Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

13. Area, Incidence and Duration

- (a) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (NSW Department of Premier and Cabinet) State Library Security Staff Award published 21 August 2019 (380 I.G. 1122), as varied.
- (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 New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 22 August 2019.

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

PART B**MONETARY RATES**

The annualised salary rates as at 1 July 2019 as listed in Table 1 below.

The annualised salary rates incorporate shift penalties as per clause 4, Salaries.

Table 1 - Rates of Pay

Year	Annualised Salary Rate Per Year as at 1/7/18 \$	Annualised Salary Rate Per Year as at 1/7/19 \$
1st Year	66,176	67,830
2nd Year	68,535	70,248
3rd Year	70,478	72,240
4th Year	72,600	74,415

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(1667)

SERIAL C9111

**CROWN EMPLOYEES (OFFICE OF SPORT - SERVICES OFFICERS)
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 134083 of 2019)

Before Chief Commissioner Kite

19 September 2019

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.	Allowance for temporary assignments to higher non-executive roles
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 A**1. Title**

This Award will be known as the Crown Employees (Office of Sport - Services Officers) Award.

2. Definitions

“Agency” - Means the Office of Sport.

“Agency Head” - Means the Chief Executive of the Office of Sport.

"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 an Agency 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.

“Chief Executive” - Means the Chief Executive of the Office of Sport.

"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 permanently or temporarily employed under the provisions of the *Government Sector Employment Act 2013* and who is 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.

"Industrial Relations Secretary" has the same meaning as in the *Government Sector Employment Act 2013*.

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

"Service" - Means continuous service with the Agency.

"Venue" - Means an Agency 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:

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

Office of Sport

Industrial Relations Secretary

4. Objects of the Award

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

4.2 The Agency 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 Agency 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 Agency 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 Agency's assets are protected and maintained and that Centres are safe, welcoming and attractive.

- 4.5 The Agency 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 Agency 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 Agency and its employees are committed to fostering an excellent quality of working life and fair employment practices. The Agency undertakes to assist employees to balance work and family responsibilities in keeping with its objective of being an employer of choice.
- 4.7 The Agency 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 43(1)(a) of the *Government Sector Employment Act 2013*.
- 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 role, to provide additional assistance, or for any other reasons that is consistent with section 43(3) of the *Government Sector Employment Act 2013*.
- 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 in the Crown Employees (Public Sector - Salaries 2019) Award,
- 5.4 A casual employee is one engaged to undertake the duties covered by this award under section 43(1)(c) of the *Government Sector Employment Act 2013*.
- 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 43(4) of the *Government Sector Employment Act 2013*.
- 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 in the Crown Employees (Public Sector - Salaries 2019) Award 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) Reviewed Award 2009:
 - (a) Unpaid parental leave in accordance with paragraph 12.5.4;
 - (b) Personal Carer's entitlement in accordance with subclause 12.6; and
 - (c) Bereavement entitlement in accordance with subclause 12.7.

6. Salaries

- 6.1 Salary rates are specified at Crown Employees (Public Sector - Salaries 2019) Award.

- 6.2 Salary rates in this award are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement award.
- 6.3 The salary rates referred to in Crown Employees (Public Sector - Salaries 2019) Award 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 Agency)
 - 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 Agency will be appointed on probation in accordance with section 5 of the Government Sector Employment (General) Rules 2014.
- 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 in the Crown Employees (Public Sector - Salaries 2019) Award.
- 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 in the Crown Employees (Public Sector - Salaries 2019) Award 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 in the Crown Employees (Public Sector - Salaries 2019) Award 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 5 of the Government Sector Employment (General) Rules 2014.
- 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 in the Crown Employees (Public Sector - Salaries 2019) Award. 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, in the Crown Employees (Public Sector - Salaries 2019) Award.

- 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 5 of the Government Sector Employment (General) Rules 2014.
- 6.4.8 The Agency 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 paragraph 6.4.5 of subclause 6.4 of this clause 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 of this award. Temporary employees whose period of employment is extended beyond 3 months will be required to undertake competency assessment for the level at 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 Assessor Skill Set modules of the Certificate IV in Training and Assessment 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 Agency 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 Agency'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) Reviewed Award 2009 or any replacement Award.

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 Services 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 8.10 of this clause, 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 Services 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 (.: 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 (: 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 Agency.
- 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) Reviewed 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. Allowance for Temporary Assignments to Higher Non-Executive Roles

- 12.1 A Public Service non-executive employee who is temporarily assigned by the Agency Head under the Government Sector Employment (General) Rules 2014 to another non-executive role at a higher classification of work than the employee's current classification of work shall be paid an allowance in accordance with the provisions of clause 20 of the Government Sector Employment Regulation 2014.

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 Services 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 26-33 of the Crown Employees (Public Service Conditions of Employment) Reviewed 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.

16.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

16.5.2 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."

17. Work Health and Safety

17.1 The Agency is committed to providing a safe and healthy workplace. The Agency will ensure that no employee is requested to perform work for which she/he is not adequately trained. The Agency 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 agency, 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 Chief Executive 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 "Chief Executive"

18.6 The Chief Executive may refer the matter to the Industrial Relations Secretary for consideration.

18.7 If the matter remains unresolved, the Chief Executive 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 Chief Executive 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, Chief Executive and the Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- 18.11 Whilst the procedures outlined in subclauses 18.1 to 18.10 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 employee or member of the public.

19. Deduction of Union Membership Fees

- 19.1 The Association will provide the Agency 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 Agency 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 Agency at least one month in advance of the variation taking effect.
- 19.3 Subject to subclauses 19.1 and 19.2 of this clause, the Agency 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 Agency 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 Agency 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 Agency'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 Chief Executive 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 *Government Sector Employment Act 2013*, the *Government Sector Employment (General) Rules 2014*, the *Government Sector Employment Regulation 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2019) Award* or any replacement awards.
- 21.3 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Office of Sport - Services Officers) Award* published 16 December 2016(381 I.G. 47), as varied.
- 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 19 September 2019.

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

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 Regatta Centre
Gate A, Old Castlereagh Rd
CASTLEREAGH NSW 2749

Sydney International Shooting Centre
Elizabeth Drive
CECIL PARK NSW 2171

Southern Highlands Regional Shooting Complex
Wattle Ridge Rd
HILL TOP NSW 2575

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 agency policy and procedure requirements.	Demonstrated ability to: - Maintain playing fields including marking; - Maintain existing gardens - Undertake mowing and brush cutting using minor plant to manufacturer's specifications including refuelling and usage recording - Utilise and maintain basic irrigation equipment - Maintain drainage systems including sewer and storm water blockages.
4. Minor Building Maintenance	An ability to 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)

5. Handling of Goods and Stores	An ability to perform duties to WH&S regulations and Agency policy and procedure requirements.	Demonstrated ability to: - Transport materials and equipment - Lift and handle goods and stores in a safe manner (manual handling)
6. Awareness of the Agency'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. Agency 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 Agency 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.
Additional Requirements		
10. Fire management	An ability to assist in general fire and bush fire prevention and fire control.	Demonstrated ability to: - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use and maintain hydrants and fire hose reels. - 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 (e.g. change mower blades).
15. Radio Operation (in Centres with radio systems)	Ability to operate radios as per Agency 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 Agency 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.
Additional Requirements		
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 Agency's administrative systems that relate to plant and equipment utilisation and an ability to use relevant systems.
9. Drive Power Boat	Ability to operate Agency 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 Agency 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.
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Services Officer- Level 3

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

Key Task	Competency Required	Competency/Measurement
Essential Requirements		
1. Basic building and construction maintenance	Ability to undertake general maintenance requirements on existing buildings and/or constructions within SafeWork NSW guidelines.	Demonstrated ability to: <ul style="list-style-type: none"> - Carry out repairs to indoor and outdoor 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 Agency policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> - 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 Agency 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: <ul style="list-style-type: none"> - Spreaders and sprayers - Wood chippers - Post-hole digger - Roller mower/slasher - Cement mixer
Additional Requirements		
7. Fire management	An ability to assist in general fire and bushfire prevention and fire control.	Demonstrated ability to: <ul style="list-style-type: none"> - 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 Agency'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 Agency 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 a front-end loader attachment requiring a SafeWork NSW Authority permit.	Must hold a current SafeWork NSW 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 SafeWork NSW 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 SafeWork NSW 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 Agency 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
Essential Requirements		
1. Building and Construction	Ability to construct structures which do not require development applications.	Demonstrated ability to: <ul style="list-style-type: none"> - Construct simple structures including shade areas, sheds and seating; - Construct retaining walls; - Pour and finish paths, slabs and kerbing; - Undertake concrete formwork and reaper work; - Prepare for and lay paving; - Undertake repairs to all buildings including sheet roofing; - Undertake repairs to existing brickwork; - Undertake minor building demolition;
2. Plumbing and Drainage Maintenance	Ability to maintain existing plumbing and drainage facilities to WH&S regulations and Agency policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> - Undertake repairs to cisterns, basins, water supply lines and urinals; - Inspect valves - Install and maintain sprinkler/irrigation systems
3. Fire Management	An ability to assist in fire prevention and fire control.	Demonstrated ability to: <ul style="list-style-type: none"> - Implement reduction in fire fuel build up; - Use fire fighting equipment including pumps and fire extinguishers; - Use and maintain hydrants and fire hose reels; - Implement reduction in fire fuel build up - Possess knowledge of establishing and maintaining firebreaks
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 SafeWork NSW Authority permit.	Hold a current SafeWork NSW 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"> - WH&S guidelines with regard to storage, handling and use of chemicals; - Materials for the control of domestic Pests - Herbicides for noxious weeds control; - 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 Agency 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 SafeWork NSW 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 Agency'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 an Agency 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 Agency 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	Horticulture Certificate III
Extensive Gardens	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 Agency policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> - Maintain playing fields including marking; - Maintain existing gardens - Undertake mowing and brush cutting using minor plant to manufacturers specifications including refuelling and usage recording - Utilise and maintain basic irrigation equipment - Maintain drainage systems including sewer and storm water blockages.
3. Minor building maintenance	Perform duties to WH&S regulations.	Demonstrated ability in areas such as: <ul style="list-style-type: none"> - Repairing and maintaining flyscreens - Maintaining light bulbs and fluorescent tubes - Building cleaning not covered by contracted services (e.g. spillage)
4. Handling of goods and stores	Perform duties to WH&S regulations and Agency policy and procedure requirements.	Demonstrated ability to: <ul style="list-style-type: none"> - Transport materials and equipment - Lift and handle goods and stores in a safe manner (manual handling)

5. Awareness of the Agency'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. Agency 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 Agency 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 (e.g. 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: - plan work priorities in a team based environment; - provide clear direction in the completion of tasks; - monitor the performance of accountable staff; and - provide training to accountable staff. - roster staff equitably.
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.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

CROWN EMPLOYEES (PARLIAMENT HOUSE CONDITIONS OF EMPLOYMENT) AWARD 2015

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 127125 of 2019)

Before Chief Commissioner Kite

29 August 2019

REVIEWED AWARD

1. Arrangement

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Area Incidence and Duration
4.	Terms of Employment
5.	Local Arrangements
6.	Hours of Duty and Attendance
7.	Casual Employment
8.	Part Time Employment
9.	Morning and Afternoon Tea Breaks
10.	Meal Breaks
10A.	Lactation Breaks
11.	Variation of Hours
12.	Natural Emergencies and Major Transport Disruptions
13.	Notification of Absence from Duty
14.	Public Holidays
15.	Standard Hours
16.	Flexible Working Hours Scheme
17.	Non-Compliance with Hours of Duty and Attendance
18.	Existing Determinations and Agreements - Hours of Duty
19.	Travel Allowances
20.	Excess Travelling Time
21.	Meal Expenses on One Day Journeys
22.	Restriction on Payment of Travel Allowances
23.	Increase or Reduction in Payment of Travelling Allowance
24.	Allowance Payable for the Use of Private Motor Vehicles
25.	Overseas Travel Allowance
26.	Staff Exchanges
27.	Community Language Allowance Scheme (CLAS)
28.	Flying Allowance
29.	First Aid Allowance
30.	Semi-Official Telephone Reimbursement
31.	On-Call Allowance
32.	Service Increments Allowance
33.	Uniforms, Protective Clothing and their Maintenance

34. Compensation for Damage to or Loss of Staff Members' Personal Property
35. Adjustment of Allowances
36. Leave - General
37. Leave for Casual Employees
38. Recreation Leave
39. Annual Leave Loading
40. Sick Leave
41. Sick Leave - Requirements for Medical Certificate
42. Sick Leave to Care for a Family Member
43. Sick Leave - Workers Compensation
44. Sick Leave - Other than Workers Compensation
45. Parental Leave
46. Family and Community Service Leave
47. Observance of Essential Religious or Cultural Obligations
48. Extended Leave
49. Leave Without Pay
50. Military Leave
51. Special Leave
- 51A. Leave for Matters Arising from Domestic Violence
52. Purchased Leave
53. Study Assistance
54. Staff Development and Training Activities
55. Trade Union Activities
56. Shift Work
57. Overtime
58. Grievance and Dispute Settling Procedures
59. Anti-Discrimination
60. Existing Entitlements
61. Deduction of Union Membership Fees
62. Secure Employment

PART B

MONETARY RATES

Table 1 - Allowances.

2. Definitions

"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 that is granted for private study purposes.

"Agreement" means an agreement as defined in the *Industrial Relations Act 1996*.

"Approved Course" means a course which is relevant to the employment of the staff member in the department or the public service and one which has been approved by the Department Head.

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

"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.

"Award" means an award as defined in the *Industrial Relations Act 1996*.

"Birth" means the birth of a child and includes stillbirth.

"Capital City rate" means the travelling allowance rate applicable within the Sydney Telephone District Directory Coded N00 in the Sydney White Pages or within a corresponding area in the Capital City of another State and Territory.

"Casual Employee" means any employee engaged on a casual basis in terms of Clause 7 "Casual Employment" of this Award.

"Contract hours for the day" for a full time staff member, means one fifth of the weekly full time contract hours, as defined in this award. For a part time employee, contract hours for the day means the hours usually worked on the day.

"Daily rate" or "Rate per day" means the rate payable for 24 hours, unless otherwise specified.

"Daily span of hours", means, for a staff member required to work standard hours, the full time standard hours defined in this award. For a staff member required to work flexible hours the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract the payment of overtime, unless otherwise prescribed in this award.

"Day worker" means a staff member, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 7.30 am and 6.00 pm or as negotiated under a local arrangement.

"Department" refers to the Department of the Legislative Assembly, the Department of the Legislative Council or the Department of Parliamentary Services.

"Department Head" means the Clerk of the Legislative Assembly or the Clerk of the Legislative Council or the Chief Executive, Parliamentary Services, or a person authorised by the Department Head.

"Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act* 2007.

"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.

"Extended leave" means extended (long service) leave to which a staff member is entitled equivalent to Schedule 1 of the Government Sector Employment Regulation 2013, as amended from time to time.

"Flexible working hours credit" means the time exceeding the contract hours for a settlement period and is able to be banked under a local arrangement negotiated pursuant to clause 5, Local Arrangements of this award or carried over into the next settlement period.

"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.

"Flexible working hours scheme" means the scheme outlined in clause 16, Flexible Working Hours Scheme of this award which enables staff members, subject to operational requirements, to select their starting and finishing times.

"Flexible Work Practices, Policy and Guidelines" means the document negotiated between the Industrial Relations Secretary, Unions New South Wales and affiliated unions which enables staff members to rearrange their work pattern.

"Flex leave" means a period of leave available to be taken by a staff member as specified in subclause (xv) of clause 16, Flexible Working Hours Scheme of this award.

"Full day" means the standard full time contract hours for the day, i.e., 7 or 8 hours depending on the classification of the staff member.

"Full pay" or "half pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time contract hours" means the standard weekly hours, i.e., 35 or 38 hours per week, depending on the classification, required to be worked as at the date of this award.

"Full-time position" means a position, which is occupied, or if not for being vacant, would be occupied, by a full-time staff member.

"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.

"Half day" means half the standard contract hours for the day.

"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.

"Industrial action" means industrial action as defined in the *Industrial Relations Act 1996*.

"Industrial Relations Secretary" means the Secretary of the Treasury who has functions under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2013* *Government Sector Employment Rules*.

"Local Arrangement" means an agreement reached at the organisational level between the Department Head(s) and the relevant trade union in terms of clause 5, Local Arrangements of this award.

"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.

"Members' staff" means staff employed pursuant to the *Members of Parliament Staff Act 2013*, and any associated determinations.

"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 hours of duty the Department Head requires a staff member to work within the bandwidth specified under the flexible working hours scheme or local arrangement.

"Normal work", for the purposes of clause 58, Grievance and Dispute Settling Procedures of this award, means 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.

"Official overseas travel" means authorised travel out of Australia by a staff member where the staff member proceeds overseas on official business.

"On duty" means the time required to be worked for the department. In terms of clause 55, Trade Union Activities of this award, trade union activities regarded as "on duty" means the time off with pay given by the department to the accredited union delegate to enable the union delegate to carry out legitimate trade union activities during ordinary work hours without being required to lodge an application for leave.

"On loan" means an arrangement between the department and the trade union where a staff member is given leave of absence from the workplace to take up employment with the staff member's trade union for a specified period of time during which the trade union is required to reimburse the department for the staff member's salary and associated on-costs.

"On special leave" means the staff member is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this award.

"Ordinary hourly rate of pay" means the hourly equivalent of the annual rate of pay of the classification as set out in the Crown Employees (Public Sector- Salaries 2019) Award calculated using the formula set out in Clause 7 'Casual Employment', of this Award.

"Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Department Head, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 5, Local Arrangements of this award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.

"Parliamentary Catering Staff" means all staff members employed within the catering services area, and includes kitchen, wait and office staff.

"Parliamentary Reporting Staff" are employees classified as Reporters, Subeditors, Senior Subeditor and Deputy Editor of the Parliamentary Reporting Services Department.

"Part time entitlement", unless specified otherwise in this award, means pro rata of the full-time entitlements calculated according to the number of hours a staff member works in a part time position or under a part time arrangement.

"Part time hours" means the hours which are less than the hours that constitute full-time work under the relevant industrial instrument.

"Part time position" means a designated part time position and, unless otherwise specified, includes any position which is filled on a part time basis.

"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.

"Prescribed ceasing time" means, for a staff member working standard hours, the conclusion of daily standard hours for that staff member. For a staff member working under a flexible working hours scheme, "prescribed ceasing time" means the conclusion of bandwidth of the scheme applying to that staff member.

"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.

"Presiding Officers" means the Speaker of the Legislative Assembly or the President of the Legislative Council or both.

"Public holiday" means a day proclaimed under the *Banks and Bank Holidays Act 1912* as a bank or 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.

"Recall to duty" means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible working hours scheme.

"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.

"Remote area" means for the purpose of clause 38, Recreation Leave, the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before the Acts repeal.

"Residence", in relation to a staff member, means the ordinary and permanent place of abode of the staff member.

"Seasonal staff" means staff employed on a temporary basis for less than three months to meet seasonal demands which cannot be met by staff already employed in the department and which, because of their seasonal nature, do not justify employment of staff on a long-term basis.

"Secondment" means an arrangement agreed to by the Department Head, the staff member and a public service department, a public sector organisation or a private sector organisation, which enables the staff member to work in such other organisation for an agreed period of time and under conditions agreed to prior to the commencement of the period of secondment.

"Section" means a small unit under the administrative control of the relevant Department Head.

"Sessional Staff" means an officer as defined from time to time by the Clerk of the Parliaments in respect of the Legislative Council and the Clerk of the Legislative Assembly in respect of the Legislative Assembly, or the Chief Executive in respect of the Department of Parliamentary Services. Staff members shall be designated as Sessional Staff by 1 December each leave year and shall as part of the duties of their position be regularly required to work at least two sitting nights in every sitting period.

"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.

"Shift worker - Non-continuous Shifts" means a staff member who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

"Sitting Day" is a period of time representing any day, being a 24-hour period, or days where:

- (a) in respect of Officers of the Legislative Council, the Legislative Council sits or is scheduled to sit;
- (b) in respect of officers of the Legislative Assembly, the Legislative Assembly sits or is scheduled to sit;
- (c) in respect of officers of the Department of Parliamentary Services who are required to work to support either or both Houses that are sitting or are scheduled to sit.

"Sitting Period" is a period of time representing a full working week, Monday to Friday, inclusive:

- (a) for officers of the Legislative Council during which that House is scheduled to sit;
- (b) for officers of the Legislative Assembly during which that House is scheduled to sit;
- (c) for officers of the Department of Parliamentary Services during which either or both Houses are scheduled to sit.

"Staff member" means an officer or a temporary employee and, unless otherwise specified in this award, includes both full-time and part time staff. For the purposes of maternity leave, as set out in clause 45, Parental Leave of this award, "staff member" means a female staff member.

"Standard hours" are set and regular hours of operation as determined by the Presiding Officer(s), or by the Department Head in accordance with any direction of the Presiding Officer(s). Standard hours are generally the hours that 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.

"Standby" means an instruction given by the Department Head to a staff member to be available for immediate contact in case of an authorised call-out requiring the performance of duties.

"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 Department Head, if the activities to be undertaken are considered to be of relevance or value to the department and/or the public service.

"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 department.

"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 Department Head to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

"Temporary work location" means the place at or from which a staff member temporarily performs official duty if required to work away from headquarters.

"Trade Union" or "Union" means a registered trade union, as defined in the *Industrial Relations Act* 1996.

"Trade Union Delegate" means an accredited union delegate responsible for his/her workplace; and/or a person who is elected by the trade union as its representative, an executive member or a member of the union's Council.

"Trade Union Official" means a person who is employed by the union to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or staff members placed on loan to the union for an agreed period of time.

"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.

"Workplace Management" means the Department Head or any other person authorised by the Department Head to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

3. Area, Incidence and Duration

- (i) This Award shall apply to permanent, temporary and casual employees of the Parliament of New South Wales with the exception of those employees whose conditions of employment are prescribed under another industrial instrument - such as Members' Staff and Parliamentary Reporting Staff.
- (ii) This award applies to staff employed under the Parliament House, Administrative and Clerical Officers, Determinations of the Presiding Officers; Parliament House, Other Clerical Officers, Determinations of the Presiding Officers; Parliamentary Attendant Staff, Determinations of the Presiding Officers; and Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff) Agreement No. 2379 of 1981, Agreement No. 2381 of 1981, Agreement No. 2382 of 1981. The above Determinations and Agreements are listed in Schedule A of the Crown Employees (Public Sector – Salaries 2019) Award and salaries payable to employees shall be in accordance with that award or any award replacing it.
- (iii) This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Parliament House Conditions of Employment) Award 2015 published 19 February 2016 (379 I.G. 158), as varied.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 29 August 2019.

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

4. Terms of Employment

- (i) Staff members shall be paid fortnightly.
- (ii) Notwithstanding anything contained in this award employment may be terminated by two weeks' notice given at any time by the Presiding Officer(s) in writing or such longer period as the Presiding Officer(s) may have contracted with any individual staff member. A staff member desiring to terminate their employment with the Presiding Officer(s) shall give two weeks' notice in writing to the Presiding Officer(s) or such longer period as the Presiding Officer(s) may have contracted with any individual staff member.
- (iii) Provided that nothing contained in this clause shall prevent a staff member's employment being terminated without notice on the grounds of the staff member's serious wilful misconduct.

5. Local Arrangements

- (i) Local arrangements, as specified in this award, may be negotiated between the Department Head and the relevant trade union in respect of the whole department or section.
- (ii) All local arrangements negotiated between the Department Head and the Association must be:
 - (a) approved in writing by the General Secretary of the Association; and
 - (b) contained in a formal document, such as a co-lateral agreement, a memorandum of understanding, an enterprise agreement or other industrial instrument.
 - (c) inclusive of a clause allowing either party to terminate the arrangement by giving 12 months' notice.
- (iii) Subject to the provisions of subclause (ii) of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the Department Head and the Association in respect of the provisions contained in clause 16, Flexible Working Hours Scheme of this award, where the conditions of employment of any group are such that the application of the standard flex time provisions would not be practicable.
- (iv) Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- (v) Where a staff member has accrued 8 weeks recreation leave, unless otherwise authorized by their manager, flex leave can only be taken where recreation leave has been applied for and approved. If, however, recreation leave has been applied for and declined or not actioned by the manager, flex leave is still available.

6. Hours of Duty and Attendance

- (i) Hours of attendance on duty
 - (a) The hours of attendance on duty by members of staff and the manner of recording the attendance, shall be as determined from time to time by the Department Head.
 - (b) The staff member in charge of a department or section will be responsible to the Department Head for the proper observance of the hours of work and the proper recording of such attendance.
 - (c) The Department Head may require a staff member to perform duty beyond the hours determined under paragraph (a) of subclause (i) 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: the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,

any risk to the staff member's health and safety,

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,

the notice (if any) given by the Department Head regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or

any other relevant matter.

(d) The application of hours of work is subject to the provisions of this clause.

(ii) Working Hours

(a) The ordinary hours may be standard or flexible and may be worked on a full time or part time basis.

(b) The Department Head shall ensure that all staff members employed in the department are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

7. Casual Employment

(i) This clause will only apply to the employees whose conditions of employment are not otherwise included in another industrial instrument.

(ii) An employee defined as casual must be

(a) paid on an hourly basis.

(b) Engaged for a minimum of 3 hours consecutive hours for each day worked.

(c) Engaged for a maximum period of 9 consecutive hours per day (exclusive of meal breaks), with the payment of overtime required for such time in excess of 9 hours, except where longer periods are permitted under another award or local agreement under Clause 5 of this Award.

(iii) Rate of pay - 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 of the classification.

(a) 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.

(b) All casual employees shall receive 1/12 loading in lieu of annual leave.

(c) The loadings specified in sub clause (iii)(a) of this clause 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.

- (iv) Overtime -
- (a) casual employees shall be paid overtime for work performed:
- (1) In excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted under another award or local agreement under Clause 5 of this Award, cover the particular class of work or are required by the usual work pattern of the position; or
 - (2) Outside the bandwidth application to the particular class of work; or
 - (3) In excess of the daily roster pattern applicable for the particular class of work; or
 - (4) In excess of the standard weekly roster of hours for the particular class of work; or
 - (5) In accordance with a local arrangement negotiated under Clause 5 of this Award
- (b) Overtime rates will be paid in accordance with the rates set out in Clause 57 Overtime of this Award.
- (c) Overtime payments for casual employees are based on the ordinary hourly rate plus the 15% loading set out in sub-clause (iii)(a) of this Clause.
- (d) The loading in lieu of annual leave as set out in subclause (iii)(b) of this Clause is not included in the hourly rate for the calculation of overtime payments for casual employees.
- (v) Application of other clauses of this Award to Casual employees:
- (a) The following clauses of this Award do not apply to casual employees:
- 6. Hours of Duty and Attendance
 - 11. Variation of Hours
 - 12. Natural Emergencies and Major Transport Disruptions
 - 14. Public Holidays
 - 15. Standard Hours
 - 16. Flexible Working Hours Scheme
 - 20. Excess Travelling Time
 - 30. Semi-Official Telephone Reimbursement
 - 36(i). Leave - General
 - 36(iii) Leave -Application for Leave
 - 38-52 Leave types and conditions
 - 55. Trade Union Activities subclauses (i)-(vii)
 - 56. Shiftwork
 - 57. Overtime (with the exception of the conditions specified in sub-clause 57 (ii)(b) Rates, 57(vi) Rest periods, 57(ix) Meal Breaks on Overtime, 57(x) Meal Allowances for Overtime
 - 60. Existing Entitlements

8. Part-time Employment

- (i) This clause shall only apply to part time staff members whose conditions of employment are not otherwise provided for in another industrial instrument
- (ii) Part time work may be undertaken with the agreement of the relevant Department Head. Part time work may be undertaken in a part time position or under a part time arrangement.
- (iii) A part time staff member is to work contract hours less than full-time hours.
- (iv) Unless otherwise specified in this Award, part time staff members receive full time entitlements on a pro rata basis calculated according to the number of hours a staff member works in a part time position or under a part time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

- (v) Before commencing part time work, the Department Head 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 work to be performed.
- (vi) The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- (vii) Incremental progression for part time staff members is the same as for permanent staff members, that is, part time staff members who are eligible are given an increment on an annual basis.
- (viii) An employee 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 hour and up to the normal full-time hours for the classification, part time staff members may elect to:
 - a. be paid for additional hours at their hourly rate plus a loading of 1/12ths in lieu of recreation leave
 - b. If working under a flexible working hours scheme under Clause 16 of the Award, or a local agreement made in accordance with clause 5 of the Award, have the time worked credited as flex time.
- (ix) 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 57 Overtime.

9. Morning and Afternoon Breaks

- (i) 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.

10. Meal Breaks

- (i) 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 Department Head and the Association to provide for payment of a penalty.

10A. Lactation Breaks

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

- (iii) 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.
- (iv) 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 is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (v) The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (vi) 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 attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (vii) 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.
- (viii) 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 40, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 16, Flexible Working Hours of this award, where applicable.

11. Variation of Hours

- (i) If the Department Head is satisfied that a staff member is unable to comply with the general hours operating in the department because of limited transport facilities, urgent personal reasons, community or family reasons, the Department Head may vary the staff member's hours of attendance on a one off, short or long term basis, subject to the following:
 - (a) the variation does not adversely affect the operational requirements;
 - (b) there is no reduction in the total number of daily hours to be worked;
 - (c) variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
 - (d) 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;
 - (e) no overtime or meal allowance payments are made to the staff member, as a result of an agreement to vary the hours;
 - (f) ongoing arrangements are documented; and
 - (g) the relevant trade union is consulted, as appropriate, on any implications of the proposed variation of hours for the work area.

12. Natural Emergencies and Major Transport Disruptions

- (i) A staff member prevented from attending work at a normal work location by a natural emergency or by a major transport disruption may:
 - (a) apply to vary the working hours as provided in Clause 11 of this Award and/or
 - (b) negotiate an alternative work location with the Department and/or

- (c) take available family and community service leave and/or flex leave, recreation or extended leave or leave without pay according to the provisions of this award to cover the period concerned.

13. Notification of Absence from Duty

- (i) 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.
- (ii) If a staff member is absent from duty without authorised leave and does not provide an explanation of the absence to the satisfaction of the appropriate Department Head, the amount representing the period of absence shall be deducted from the staff member's pay.

14. Public Holidays

- (i) Unless directed to attend for duty by the Department Head, a staff member is entitled to be absent from duty on any day which is:
 - (a) a public holiday throughout the State; or
 - (b) a local holiday in that part of the State at or from which the staff member performs duty; or
 - (c) day between Boxing Day and New Year's Day determined by the appropriate Department Head as a public service holiday.
- (ii) A staff member, who is required by the Department Head 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.
- (iii) If a local holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.

15. Standard Hours

- (i) 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.
- (ii) Urgent Personal Business - Where a staff member is required to undertake urgent personal business, appropriate leave or time off may be granted by the Department Head. Where time off has been granted, such time shall be made up as set out in subclause (iv) of this clause.
- (iii) Late Attendance - If a staff member is late for work, such staff member must either take appropriate leave or, if the Department Head approves, make the time up in accordance with subclause (iv) of this clause.
- (iv) Making up of Time - The time off taken in circumstances outlined in subclause (ii) and (iii) 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 Department Head.

16. Flexible Working Hours Scheme

- (i) Unless local arrangements have been negotiated as provided in clause 5, Local Arrangements of this award, a flexible working hours scheme in terms of this clause may operate in a department or a section of a department, subject to operational requirements, as determined by the Department Head.
- (ii) Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in a department shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses (xiii), (xvii) and xviii of this clause, all

other provisions under this clause shall be applied pro rata to a staff member working under a part time work arrangement.

- (iii) Exclusions - Flexible working hours shall not apply to staff members who:
- (a) work permanent standard hours; or
 - (b) work according to a shift roster; or
 - (c) have coverage under another award, Enterprise Agreement or other agreement that prescribes the hours of attendance.
 - (d) are Members' staff as defined in clause 2, Definitions of this award.
 - (e) are sessional staff (sessional staff will not work under the flexible hours scheme on any sitting day and shall revert to standard hours for sitting days)
 - (f) are Parliamentary Reporting Staff as defined in clause 2, Definitions of this award.
- (iv) Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth, and the accrual of time towards flexible working hours credit, shall be subject to the availability of work.
- (v) Bandwidth - The bandwidth is the period during the day when staff may record time worked. Time shall not be credited to an officer for attendance outside the bandwidth. The bandwidth for staff (excluding those specified in sub-clause (vi)) shall be between the hours of 7.30 am. and 6.00 pm, unless a different time span has been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this award.
- (vi) The bandwidth for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be between the hours of 6.30 am and 5:00pm, unless a different time span has been negotiated under a local arrangement covering Parliamentary Catering Staff in terms of clause 5, Local Arrangements of this Award.
- (vii) Coretime - Coretime is the period during the day when staff are required to be on duty, unless on authorised leave. The coretime for staff, excluding those specified in sub-clause viii, shall be between the hours of 10.00a.m. and 4.00p.m, unless other arrangements have been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this award. Coretime does not include the lunch break.
- (viii) Coretime for staff defined in Clause 2, Definitions of this Award as Parliamentary Catering Staff shall be between the hours of:
- 9.00 am - 10.30 am
12.00 noon - 3.00pm
- unless a different time span has been negotiated under a local arrangement covering Parliamentary Catering Staff in terms of clause 5, Local Arrangements of this Award.
- (ix) Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by staff members (excluding those specified in sub clause x) for up to 2 hours or reduced to not less than 30 minutes within the span of hours 12.00 noon and 2.30 pm or as other span of hours determined by the Department Head. Where a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award, the lunch break shall be taken in accordance with such local arrangement.
- (x) The maximum permissible lunch break for staff defined in Clause 2, Definitions, of this Award as Parliamentary Catering Staff shall be 1 hour and 30 minutes taken between the period 10.30 am to 12.00

noon, unless a different time span has been negotiated under a local arrangement in terms of clause 5, Local Arrangements of this Award to cover Parliamentary Catering Staff.

- (xi) Settlement period - Unless a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award, the settlement period shall be four weeks.
 - (a) For time recording purposes the settlement period and flex leave must coincide.
 - (b) Where exceptional circumstances apply, e.g. prolonged transport strikes, adverse weather conditions and the like, the Department Head may extend the affected settlement period by a further 4 weeks.
- (xii) 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.
- (xiii) Flexible working hours credit - a staff member may carry a maximum of 10 hours credit into the next settlement period. Local arrangements in terms of clause 5, Local Arrangements of this award may be negotiated in respect of the carry-over of additional flexible hours credit than permitted in this clause, the length of the settlement period and the banking of any accumulated credit hours for time worked.
- (xiv) 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.
- (xv) Cessation of duty - Except as provided in subclause (xiii) of this clause, a staff member may receive payment for a flex day accrued and remaining untaken or not forfeited on the last day of service:
 - (a) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
 - (b) 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
 - (c) in such other circumstances as have been negotiated between the Department Head and the relevant trade union(s) under a local arrangement in terms of clause 5, Local Arrangements, of this award.
- (xvi) Subject to any local arrangements, where a staff member ceases duty in the department 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.
- (xvii) Flexible Working Hours Debit - The following provisions shall apply to the carry-over of flexible working hours debits, unless a local arrangement has been negotiated in terms of clause 5, Local Arrangements of this award:
 - (a) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period.
 - (b) 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.
 - (c) 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.

- (xviii) Flex leave - Subject to operational requirements, a staff member may take off one full day or two half days in a settlement period of 4 weeks. Flex leave may be taken on consecutive working days. Half day absences may be combined with other periods of authorised leave. As specified in subclause 5(v) Local Arrangements, Flex leave may not be approved where an employee has accrued more than 8 weeks recreation leave.
- (xix) Local arrangements in respect of the taking of flex leave may be negotiated in terms of clause 5, Local Arrangements of this award.
- (xx) Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, including late attendances, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in paragraph (d) subclause (ii) of clause 36, Leave General of this award.
- (xxi) Standard hours - Notwithstanding the provisions of this clause, the Department Head may direct the staff member to work standard hours and not flexible hours:
- (a) where the Department Head decides that the working of flexible hours by a staff member or members does not suit the operational requirements of the department or section of the department, the relevant union shall be consulted, where appropriate; or
 - (b) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- (xxii) Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of the department, an additional half day's flex leave on the Thursday preceding the Good Friday public holiday drawn from staff members accrued flex balance.
- (xxiii) Flexible Work Practices
- (a) 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 Flexible Work Practices, Policy and Guidelines.
 - (b) Flexible working hours agreements negotiated in terms of the Flexible Work Practices, Policy and Guidelines after the effective date of this award shall be subject to the conditions specified in this award and in consultation with the relevant trade union.

17. Non-Compliance With Hours of Duty and Attendance

In the event of any persistent failure by a staff member to comply with the hours of duty required to be worked, the Department Head, shall investigate such non-compliance as soon as it comes to notice and shall take appropriate remedial action according to management of unsatisfactory performance guidelines.

18. Existing Determinations and Agreements - Hours of Duty

Any existing Determinations and Agreements on local arrangements in respect of the hours of duty, which operated in a department or part of a department as at the effective date of this award, shall continue to apply until renegotiated.

19. Travel Allowances

- (i) Travel Allowance General
- (a) 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 department.

- (b) The Department Head shall require staff members to obtain an authorisation for all official travel prior to incurring any travel expense.
 - (c) 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.
 - (d) 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.
 - (e) The Department 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.
 - (f) Production of Receipts - As and when required by the Department Head, payment of travelling expenses shall be subject to the production of receipts or other acceptable evidence of expenditure.
 - (g) The need to obtain overnight accommodation shall be determined by the Department Head 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 Department Head.
- (ii) Accommodation and allowances
- (a) Subject to subclause (h), a staff member who is required by the Department Head 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 residences in order to perform the work.
 - (b) If meals are provided by the Government at the temporary work location the staff member shall not be entitled to claim the meal allowance.
 - (c) For the first 35 days, the payment shall be either
 - (1) where the Department elects to pay the accommodation provider the staff member shall receive
 - A. the appropriate meal allowance in accordance with Item 1 of Table 1, and
 - B. incidentals as set out in Item 3 of Table 1, and
 - C. actual meal expenses properly and reasonably incurred (excluding morning and afternoon tea) for any residual part day travel
 - (2) Where the Department 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 for every 24 hours absence by the staff member from their residence, and actual meal expenses properly and reasonable incurred (excluding morning and afternoon tea) for any residual part day travel; OR
 - B. In lieu of sub-paragraph 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 3 of Table 1 - Allowances of Part B Monetary Rates.

- (d) Payment of the appropriate allowance for an absence of less than 24 hours may be made only where the staff member satisfies the Department Head that, despite the period being of less than 24 hours duration, expenditure for accommodation and three meals has been incurred. Where a staff member is unable to so satisfy the Department Head or where part day travel at the end of the trip is involved, the allowance payable for part days of travel shall be limited to the actual expenses incurred during such part day travel.
- (e) A claim under this subclause shall not be made at the set rate for part of the absence (see paragraph (b) of this subclause) and then on the basis of actual expenses for the other part of the absence, except as provided for in paragraph (c) of this subclause.
- (f) After the first 35 days -If a staff member is required by the Department Head to work in the same temporary work location for more than 35 days, such staff member shall be paid the appropriate rate of allowance as specified in item 4 of Table 1 allowances of part B Monetary Rates.
- (g) Long term arrangements - as an alternative to the provisions after the first 35 days set out in paragraph (f) above the Department Head could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by a staff member working from a temporary work location.
- (h) The return of a staff member to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location will not constitute a break in temporary work arrangements.
- (i) This clause does not apply to staff members who are on an employee initiated secondment.

20. Excess Travelling Time

- (i) A staff member directed by the Department Head to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Department Head's discretion, be compensated for such time either by:
 - (a) payment calculated in accordance with the provisions contained in this subclause; or
 - (b) 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 authorized by the staff member's manager.
- (ii) Compensation under subparagraphs (a) or (b) of this clause, shall be subject to the following conditions:
 - (a) on a non-working day, subject to the provisions of subclauses (v)(d), (e), and (f) - all time spent travelling on official business;
 - (b) on a working day - subject to the provisions of subclause (v), all additional time spent travelling before or after the staff member's normal hours of duty.
 - (c) the period for which compensation is being sought is more than a half an hour on any one day.
- (iii) No compensation for travelling time shall be given in respect of travel between 11.00p.m. on any one day and 7.30a.m. on the following day where the staff member has travelled overnight and sleeping facilities have been provided for the staff member.
- (iv) Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.

- (v) Compensation for excess travelling time shall exclude the following:
- (a) time normally taken for the periodic journey from home to headquarters and return;
 - (b) any periods of excess travel of less than 30 minutes on anyone day;
 - (c) travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to undertaken;
 - (d) time from 11.00p.m. on one day to 7.30a.m. on the following day if sleeping facilities have been provided.
 - (e) travel not undertaken by the most practical available route;
 - (f) any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
 - (g) travel overseas
 - (h) Time within the flex time bandwidth
- (vi) Waiting Time -When a staff member is required to wait for transport in order to commence a journey to another location or to return to headquarters and such time is outside the normal hours of duty, such waiting time shall be treated and compensated in the same manner as travelling time.
- (vii) Payment - Payment for travelling time calculated in terms of this subclause shall be at the staff member's ordinary rate of pay on an hourly basis calculated as follows:
- $$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal Hours of Work}}$$
- (viii) 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.
- (ix) Staff members whose salary is in excess of the maximum rate for Clerk, Grade 5 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.
- (x) 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.

21. Meal Expenses on One-Day Journeys

- (i) A staff member who is authorised by the Department Head to undertake a one day journey on official business which does not require the staff member to obtain overnight accommodation, shall be paid the following allowances as set out in Item 1 of Table 1 of Part B Rates for: -
- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30p.m.; and
 - (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the staff member's normal headquarters at the time of taking the normal lunch break.

22. Restrictions on Payment of Travelling Allowances

- (i) An allowance under Clause 19 Travel Allowance is not payable in respect of:

- (a) 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;
 - (b) any period of leave, except with the approval of the Department Head or as otherwise provided by this subclause; or
 - (c) any other period during which the staff member is absent from the staff member's temporary work location otherwise than on official duty.
- (ii) A staff member who is in receipt of an allowance under Clause 19 Travel allowance shall be entitled to the allowance in the following circumstances:
- (a) 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;
 - (b) 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.

23. Increase or Reduction in Payment of Travelling Allowances

- (i) Where the Department Head is satisfied that an allowance under Clause 19: Travel Allowances is:
- (a) Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
 - (b) In excess of the amount that would adequately reimburse the staff member for expenses properly and reasonably incurred, the Department Head may reduce the allowance to an amount that would reimburse the staff member for expenses incurred properly and reasonably.

24. Allowance Payable for the Use of Private Motor Vehicles

- (i) The Department Head may authorise a staff member to use a private motor vehicle for work where:
- (a) such use will result in greater efficiency or involve the department in less expense than if travel were undertaken by other means; or
 - (b) where the staff member is unable to use other means of transport due to a disability.
- (ii) 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.
- (a) the casual rate is payable if a staff member elects, with the approval of the Department Head, 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.
 - (b) 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.
- (iii) A staff member who, with the approval of the Department Head, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 6 of Table 1 of Part B 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 (x) of this clause.
- (iv) 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 Department Head.
 - (v) 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 department, provided:
 - (a) the damage is not due to negligence by the staff member; and
 - (b) the charges claimed by the staff member are not the charges prescribed by the insurer as punitive excess charges.
 - (vi) Provided the damage is not the fault of the staff member, the department shall reimburse to a staff member the costs of repairs to a broken windscreen, if the staff member can demonstrate that:
 - (a) the damage was sustained on approved work activities; and
 - (b) the costs cannot be met under the insurance policy due to excess clauses.
 - (vii) Expenses such as tolls etc. shall be refunded to staff members where the charge was incurred during approved work related travel.
 - (viii) Where a staff member tows a trailer or horse-float during travel resulting from approved work activities while using a private vehicle, the staff member shall be entitled to an additional allowance as prescribed in Item 6 of Table 1 of Part B Rates.
 - (ix) 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. 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 (a) below:
 - (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 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.
 - (x) 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.
 - (xi) Where headquarters has been designated per (ix)(a) above 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.
 - (xii) 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 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 sub-paragraph is exclusive of, and not in addition to, days referred to in (a), (b) and (c) above.
- (e) When the employee buys a weekly or other periodical rail or bus ticket, provided the Department Head is satisfied that:

at the time of purchasing the periodical ticket the employee did not envisage the use of their private motor vehicle on approved official business;

the periodical ticket was in fact purchased; and

in regard to train travellers, no allowance is to be paid in respect of the distance between the staff member's home and the railway station or other immediate transport stopping place.

25. Overseas Travel Allowance

Unless the Department Head determines that a staff member shall be paid travelling rates especially determined for the occasion, a staff member who is required by the department to travel overseas on official business, shall be paid the appropriate travelling rates as specified in the relevant Treasury Circular as issued from time to time.

26. Staff Exchanges

- (i) The Department Head may arrange two way or one way exchanges with other organisations both public and private, if the department or the staff member will benefit from additional training and development which is intended to be used in the carrying out of the department's business.
- (ii) The conditions applicable to those staff members who participate in exchanges will be determined by the Department Head according to the individual circumstances in each case.
- (iii) The provisions of this subclause do not apply to the loan of services of staff members to trade unions. The provisions of subclause (iv) of clause 55, Trade Union Activities of this award apply to staff members who are loaned to their trade union.

27. Community Language Allowance Scheme (CLAS)

- (i) Staff members who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such staff members are not:
 - (a) employed as interpreters and translators; and
 - (b) employed in those positions where particular language skills are an integral part of essential requirements of the position,

shall be paid an allowance as specified in Item 7 of Table 1 of Part B Rates.
- (ii) The base level of the CLAS is paid to staff members who:
 - (a) are required to meet occasional demands for language assistance (there is no regular pattern of demand for their skill); and

- (b) have passed an examination administered by the Community Relations Commission, or who have passed a National Accreditation Authority for Translators and Interpreters (NAATI) language recognition award.
- (iii) The higher level of CLAS is paid to staff members who meet the requirements for the base level of payment and:
 - (a) are regularly required to meet high levels of customer demand involving a regular pattern of usage of the staff member's language skills, as determined by the Department Head; or
 - (b) have achieved qualifications of NAATI interpreter level or above. This recognizes that staff with higher levels of language skill will communicate with an enhanced degree of efficiency and effectiveness.

28. Flying Allowance

- (i) Staff members, other than those employed to fly aircraft, shall be paid an allowance as specified in Item 13 of Table 1 Allowances of Part B Monetary Rates when required to work from an in flight situation. The flying allowance payable under this clause shall be paid in addition to any other entitlement for the time actually spent working in the aircraft.

29. First Aid Allowance

- (i) A staff member appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such staff member as specified in Item 8 of Table 1 of Part B Monetary Rates.
- (ii) The First Aid Allowance - Basic Qualifications rate will apply to a staff member appointed as a First Aid officer who holds a current qualification in HLTAID003 - Provide first aid.
- (iii) The Holders of current Occupational First Aid Certificate Allowance Rate will apply to a staff member appointed as a First Aid Officer who:
 - (a) is appointed to be in charge of a First-Aid room in a workplace of 200 or more staff members (100 for construction sites), and
 - (b) holds a current HLTSS00027 - Occupational First Aid Skill Set qualification.
- (iv) The First Aid Allowance shall not be paid during leave of one week or more.
- (v) 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.
- (vi) 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 need to be trained to meet Departmental needs, and the cost of retraining First Aid Officers, are to be met by the Department.

30. Semi-Official Telephone Reimbursement

- (i) Reimbursement of expenses associated with a private telephone service installed at the residence of a staff member shall be made as specified in this subclause 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 department, as and when required.
- (ii) 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.

- (iii) The semi-official telephone allowance applies to staff who are required, as part of their duties to:
 - (a) give decisions, supply information or provide emergency services; and/or
 - (b) be available for reasons of safety or security for contact by the public outside of normal office hours.
- (iv) 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:
 - (a) the connection fee for a telephone service, if the service is not already available at the staff member's principal place of residence;
 - (b) the full annual base rental charged for the telephone service regardless of whether any official calls have been made during the period; and
 - (c) the full cost of official local, STD and ISD calls.
- (v) To be eligible for reimbursement, staff must submit their telephone account and a statement showing details of all official calls, including:
 - (a) date, time, length of call and estimated cost;
 - (b) name and phone number of the person to whom call was made; and
 - (c) reason for the call.

31. On-Call Allowance

Unless already eligible for an on-call allowance under another industrial instrument, a staff member shall be:

- (i) entitled to be paid the on call allowance set out in Item 9 of Table 1 of Part B Rates when directed by the department to be on call outside the staff member's working hours;
- (ii) if a staff member who is on call, is called out by the department, the overtime provisions as set out in Clause 57, Overtime of this award shall apply to the time worked;
- (iii) where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

32. Service Increments Allowance

- (i) Staff members previously employed as Security Officers who received a long Service Increment Allowance will continue to receive this allowance on a personal basis during their employment with the NSW Parliament. The allowance will be paid at the rate specified in the Crown Employees (Public Sector – Salaries 2019) Award or any replacement instrument. A copy of the rate is included at Item 14 of Table 1 of Part B Rates in this Award.
- (ii) Service increments allowances are not payable to any other staff members other than those under subclause (i) above.

33. Uniforms, Protective Clothing and Their Maintenance

- (i) Uniform and protective clothing provided by the department - A staff member who is required or authorised by the appropriate Department Head to wear a uniform, protective clothing or other specialised clothing in connection with the performance of official duties shall be provided by the department with such clothing and, except as specified in subclause (iii) of this clause, shall be paid an

allowance at the rate specified in Item 10 of Table 1 of Part B Rates for laundering the uniform or protective clothing.

- (ii) Uniform and protective clothing provided by the staff member - Where the uniform, protective clothing or other specialised clothing is provided by the staff member, such staff member shall be reimbursed the cost of the uniform, protective clothing or other specialised clothing.
- (iii) Payment of laundry allowance - Unless the staff member is entitled to receive a laundry allowance under another industrial instrument, or the Parliament provides the cleaning and laundry service, the staff member to whom subclause (i) or (ii) of this clause apply, shall be paid an allowance at the rate specified in Item 10 of Table 1 of Part B Rates for laundering the uniform or protective clothing.
- (iv) Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by the department.
- (v) Uniforms and protective clothing provided by the Department will be replaced upon certification by the Manager that they are no longer serviceable.

34. Compensation for Damage to Or Loss of Staff Members' Personal Property

- (i) 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 department covering the damage to or loss of the personal property of the staff member.
- (ii) If a claim under subclause (i) of this clause is rejected by the insurer, the Department Head may compensate a staff member for the damage to or loss of personal property, if such damage or loss:
 - (a) is due to the negligence of the department, another staff member, or both, in the performance of their duties; or
 - (b) is caused by a defect in a staff member's material or equipment; or
 - (c) results from a staff member's protection of or attempt to protect departmental property from loss or damage.
- (iii) Compensation in terms of subclause (ii) 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 Department Head 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.
- (iv) 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.
- (v) Compensation for the damage sustained shall be made by the department 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.

35. Adjustment of Allowances

- (i) The allowance specified in paragraph (x (xi)(b) of clause 57, Overtime, will be adjusted in line with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement award.
- (ii) Allowances listed in this paragraph will be determined at a level consistent with the reasonable allowance amounts for the appropriate income year as published by the Australian Taxation Office (ATO):
 - (a) Clause 19 Travel Allowances

- (b) Clause 21 Meal expenses on one day journeys;
- (c) Subclause 57(x) Overtime meal allowances
- (iii) 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 ATO:
 - (a) Clause 24 Allowance payable for the use of private motor vehicle
- (iv) 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 33 Uniforms, protective clothing and their maintenance
- (v) Allowances payable in terms of clauses listed in this paragraph shall be adjusted in line with any increases to the same allowances payable under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or any replacement award and shall be adjusted on and from the date or pay period the percentage increase takes effect:
 - (a) Clause 27 Community Language Allowance Scheme
 - (b) Clause 28 Flying Allowance
 - (c) Clause 29 First Aid Allowance
 - (d) Clause 31 On-call allowance

36. Leave - General

- (i) General
 - (a) 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 Department Head and the relevant trade union in terms of clause 5, Local Arrangements of this award.
 - (b) Unless otherwise specified, part time staff members will receive the conditions of this clause on a pro rata basis, calculated according to the number of hours worked per week.
 - (c) The leave provisions of this award do not apply to an apprentice, except in respect of recreation leave if the entitlement to recreation leave under the apprenticeship award is less favourable than the recreation leave provisions under this clause.
 - (d) A temporary employee 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 Parliament, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
 - (e) Where paid and unpaid leave available to be granted under this clause are combined, paid leave shall be taken before unpaid leave.
- (ii) Absence from Work
 - (a) A staff member must not be absent from work unless reasonable cause is shown.
 - (b) If a staff member is 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.

- (c) 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 Department Head shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
 - (d) 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.
 - (e) Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.
- (iii) Application for Leave
- (a) An application by a staff member for leave under this award shall be made to and dealt with by the Department Head.
 - (b) the Department Head shall deal with the application for leave according to the wishes of the staff member, if the operational requirements of the department permit this to be done.

37. Leave for Casual Employees

- (i) Other than as described under subclauses (iii), (iv), (v) and (vii) of this clause, casual employees are not entitled to any other paid or unpaid leave.
- (ii) Casual employees will be paid a loading of 1/12th in lieu of annual leave.
- (iii) Casual employees will be entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- (iv) 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 because:
 1. the employee or employee's spouse is pregnant; or
 2. the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (v) 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 subclause (vi) of this clause 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 paragraph (d), and the notice requirements set out in paragraph (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) The 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:
- (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (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.
- (vi) A family member for the purposes of paragraph (v)(a) of this clause is the same as defined under subclause 42(iv)(b) Sick Leave to care for a family member.
- (vii) 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) The 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.

38. Recreation Leave

- (i) Accrual
- (a) 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.
 - (b) 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.
 - (c) Additional recreation leave, at the rate of 5 days per year, accrues to a staff member, who is stationed indefinitely in a remote area of the State, as defined in clause 2, Definitions of this award.
 - (d) Additional recreation leave, at the rate of 10 days per year, accrues to a staff member, who is Sessional Staff as defined in clause 2, Definitions.

- (e) A staff member who is not defined as Sessional Staff who at 12 March 1992 was in receipt of 6 weeks leave each year will continue to receive six (6) weeks leave each year maintained on a personal basis.
 - (f) Recreation leave accrues from day to day.
- (ii) Limits on Accumulation of recreation leave and direction to take leave
- (a) At least two (2) consecutive weeks of recreation leave shall be taken by a staff member every 12 months for recreation purposes, except by agreement with the Department Head in special circumstances.
 - (b) Where the operational requirements permit, the application for leave shall be dealt with by the Department Head according to the wishes of the staff member.
 - (c) The Department Head 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 Department or Section.
 - (d) The Department Head shall notify the staff member in writing when accrued recreation leave reaches 8 weeks or its hourly equivalent and may 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 department or section.
 - (e) A staff member must take their recreation leave to reduce all balances below 8 weeks or its hourly equivalent, and the Department must cooperate in this process. The Department may direct a staff member with more than 8 weeks to take their recreation leave so that it is reduced to below 9 weeks by 30 June 2011.
 - (f) Staff defined as Sessional Staff, in paragraph (c) 8 weeks substitutes for 6 weeks and in paragraph (d) and (e) 10 weeks substitutes for 8 weeks.
- (iii) Conservation of recreation leave - If the Department Head 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 less than 8 weeks, or its hourly equivalent the Department Head shall:
- (a) specify in writing the period of time during which the excess shall be conserved; and
 - (b) 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 level specified.
 - (c) The Department Head will inform a staff member in writing on a regular basis of the staff member's recreation leave accrual.
- (iv) Recreation Leave - Other provisions
- (a) Unless a local arrangement has been negotiated between the Department Head and the relevant trade union, recreation leave is not to be granted for a period less than a quarter-day or in other than multiples of a quarter day.
 - (b) Recreation leave for which a staff member is eligible on cessation of employment is to be calculated to a quarter day (fraction less than a quarter being rounded up).
 - (c) 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 (d) of this subclause.
 - (d) Recreation leave does not accrue during leave without pay other than:

- (1) Military leave taken without pay when paid military leave entitlements are exhausted;
 - (2) Absences due to natural emergencies or major transport disruptions, when all other paid leave is exhausted;
 - (3) Any continuous period of sick leave taken without pay when paid sick leave is exhausted
 - (4) Incapacity for which compensation has been authorised under the *Workplace Injury Management and Workers' Compensation Act 1988*; or
 - (5) Periods of sick leave without pay or any other approved leave without pay which when aggregated do not exceed 5 working days in any period of 12 months.
- (e) 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 (d) of this subclause above shall be calculated to an exact quarter day (fractions less than a quarter being rounded down).
- (f) Recreation leave accrues at half its normal accrual rate during periods of extended leave on half pay.
- (g) 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 45, Parental Leave.
- (h) On cessation of employment, a staff member is entitled to be paid the money value of accrued recreation leave, which remains untaken.
- (i) A staff member to whom paragraph (h) 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.
- (j) 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.
- (k) Where no beneficiary has been nominated, the monetary value of recreation leave is to be paid as follows:-
- (1) to the widow, widower or de facto partner of the staff member; or
 - (2) if there is no widow, widower or de facto partner, 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
 - (3) if there is no such widow, widower or de facto partner or children, to the person who, in the opinion of the Department Head was, at the time of the staff member's death, a dependent relative of the staff member; or
 - (4) if there is no person entitled under subparagraphs (1) or (2) or (3) of this paragraph 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.
- (l) A staff member entitled to additional recreation leave under 38(i)(c) and (d) can elect at any time to cash out the additional recreation leave.

39. Annual Leave Loading

- (i) 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 subparagraph. Subject to the provisions set out in subclauses (ii)

to (vi) 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.

- (ii) Loading on additional leave accrued - Where additional leave is accrued by a staff member:
 - (a) as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the higher.
 - (b) if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- (iii) Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of:
 - (a) the shift premiums and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or
 - (b) 17½% annual leave loading.
- (iv) 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.
- (v) 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.
- (vi) 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:
 - (a) 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 consecutive weeks leave for recreation purposes. Such leave may be 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.
 - (b) if at least two weeks leave as set out in paragraph (a) 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.
 - (c) 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 subparagraph (a) of this subclause is taken.
 - (d) 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 employer for any reason other than the staff member's serious and intentional misconduct.
 - (e) Except in cases of Voluntary Redundancy, proportionate leave loading is not payable on cessation of employment.

40. Sick Leave

- (i) Illness in this clause and in clauses 41 and 42 means physical and psychological illness or injury, medical treatment and the period of recovery or rehabilitation from an illness or injury.
- (ii) Payment for sick leave is subject to the staff member:

- (a) 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
 - (b) Providing evidence of illness as soon as practicable if required by clause 41.
- (iii) If the Department Head 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 Department Head:
- (a) shall grant to the staff member sick leave on full pay; and
 - (b) 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.
- (iv) The Department Head may direct a staff member to take sick leave if they are satisfied that, due to the staff member's illness, the staff member:
- (a) is unable to carry out their duties without distress; or
 - (b) risks further impairment of their health by reporting for duty; or
 - (c) is a risk to the health, wellbeing or safety of other staff members, Departmental clients or members of the public.
- (v) The Department Head 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.
- (vi) Entitlements
- (a) At the commencement of employment with the Parliament, a full time staff member is granted an accrual of 5 days sick leave.
 - (b) 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.
 - (c) 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.
 - (d) All continuous service as a staff member with 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.
 - (e) 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.
 - (f) When determining the amount of sick leave accrued, sick leave granted on less than full pay, shall be converted to its full pay equivalent.
 - (g) Paid sick leave shall not be granted during a period of unpaid leave.
- (vii) 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 Department Head 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.
- (viii) 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.

41. Sick Leave - Requirements for Medical Certificate

- (i) A staff member absent from duty for more than 2 consecutive working days because of illness must furnish evidence of illness to the Department Head in respect of the absence.
- (ii) In addition to the requirements under subclause 40(ii), Sick Leave of this award, a staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness to the Department Head. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to the Department Head for each occasion absent for the balance of the calendar year.
- (iii) 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 Department Head is satisfied that the reason for the absence is genuine.
- (iv) If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Department Head will advise them in advance.
- (v) If the Department Head 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 Government's nominated medical assessment provider for advice.
 - (a) The type of leave granted to the staff member will be determined by the Department Head based on the Government's nominated medical assessment provider's advice.
 - (b) If sick leave is not granted, the Department Head will, as far as practicable, take into account the wishes of the staff member when determining the type of leave granted.
- (vi) 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 confidentiality by an alternate manager or the human resources section of the Department.
- (vii) The reference in this clause to evidence of illness shall apply as appropriate:
 - (a) up to one week may be provided by a registered dentist, optometrist, chiropractor, osteopath, physiotherapist, oral and maxillo facial surgeon or, at the Department Head's discretion, another registered health services provider, or
 - (b) where the absence exceeds one week, and unless the health provider listed in paragraph 41(vii)(a) 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
 - (c) at the Department Head's discretion, other forms of evidence that satisfy that a staff member had a genuine illness.
- (viii) If a staff member who is absent on recreation leave or extended leave, furnishes to the Department Head a satisfactory medical certificate in respect of an illness which occurred during the leave, the Department Head may, subject to the provisions of this clause, grant sick leave to the staff member as follows:
 - (a) In respect of recreation leave, the period set out in the medical certificate;
 - (b) In respect of extended leave, the period set out in the medical certificate if such period is 5 working days or more

- (c) The Department Head has the discretion to accept the other forms of evidence to satisfy that a staff member had a genuine illness.
- (ix) Sub-clause (viii) 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.

42. Sick Leave to Care for a Family Member

- (i) Where family and community service leave provided for in clause 46, Family and Community Service Leave of this award is exhausted or unavailable, a staff member with responsibilities in relation to a category of person set out in subclause (iv) 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 subclause, to provide such care and support when a family member is ill.
- (ii) The sick leave shall initially be taken from the sick leave accumulated over the previous 3 years. In special circumstances, the Department Head may grant additional sick leave from the sick leave accumulated during the staff member's eligible service.
- (iii) If required by the Department Head, the staff member must establish by production of a medical certificate or statutory declaration, the illness of the person concerned, consistent with subclause 41(vi).
- (iv) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the staff member being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the staff member; or
 - (2) 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
 - (3) 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
 - (4) a same sex partner who lives with the staff member as the de facto partner of that staff member on a bona fide domestic basis; or a relative of the staff member who is a member of the same household, where for the purposes of this definition:-

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

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

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

43. Sick Leave - Workers Compensation

- (i) The Department Head 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.
- (ii) 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.

- (iii) Where, due to the illness or injury, the staff member is unable to lodge such a claim in person, the Department Head shall assist the staff member or the representative of the staff member, as required, to lodge a claim for any such compensation.
- (iv) The Department Head will ensure that, once received by the department, a staff member's worker's compensation claim is lodged by the department with the workers compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987*.
- (v) Pending the determination of that claim and on production of an acceptable medical certificate, the Department Head 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.
- (vi) 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.
- (vii) A staff member who receives compensation pursuant to 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.
- (viii) If a staff member notifies the Department Head that he or she does not intend to make a claim for any such compensation, the Department Head 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.
- (ix) 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.
- (x) If the Department Head 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 *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.
- (xi) 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*.
- (xii) Nothing in this clause prevents a staff member from appealing a decision or taking action under other legislation made in respect of:
 - (a) the staff member's claim for workers' compensation;
 - (b) the conduct of a medical examination by a Government or other Medical Officer;
 - (c) a medical certificate issued by the examining Government or other Medical Officer; or
 - (d) action taken by the Department Head 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.

44. Sick Leave - Other Than Workers Compensation

- (i) 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:
 - (a) any such claim, if made, will include a claim for the value of any period of paid sick leave granted by the department to the staff member; and
 - (b) 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 department the monetary value of any such period of sick leave.
- (ii) 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 Department Head is satisfied that the refusal or failure is unavoidable.
- (iii) On repayment to the department 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.

45. Parental Leave

- (i) Parental leave includes maternity, adoption leave and "other parent" leave.
- (ii) 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:
 - (a) For a period up to 9 weeks prior to the expected date of birth; and
 - (b) For a further period of up to 12 months after the actual date of birth.
 - (c) 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.
- (iii) 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:
 - (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
 - (b) For such period, not exceeding 12 months on a full-time basis, as the Department Head may determine, if the child has commenced school at the date of the taking of custody.
 - (c) 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 leave or family and community service leave.
- (iv) 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:
 - (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) of this subclause.

Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.

- (v) 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:
 - (a) Applied for parental leave within the time and in the manner determined set out in subclause (ix) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (1) in advance as a lump sum; or
 - (2) fortnightly as normal; or
 - (3) fortnightly at half pay; or
 - (4) a combination of full-pay and half pay.
- (vi) Payment for parental 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:
 - (a) at the full time rate if they began part time leave 40 weeks or less before starting parental leave;
 - (b) at the part time rate if they began part time leave more than 40 weeks before starting parental leave and have not changed their part time work arrangements for the 40 weeks;
 - (c) at the rate based on the average number of weekly hours worked during the 40 week period if they have been on part time leave for more than 40 weeks but have changed their part time work arrangements during that period.
- (vii) 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:
 - (a) at the rate they were paid (full-time or part-time) before commencing the initial leave if they have not returned to work;
 - (b) 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
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (viii) Except as provided in subclauses (v), (vi) and (vii) of this clause parental leave shall be granted without pay.
- (ix) Right to request
 - (a) A staff member who has been granted parental leave in accordance with subclause (ii), (iii) or (iv) may make a request to the Department Head to:
 - (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;

- (2) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the staff member in reconciling work and parental responsibilities.

- (b) 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.

(x) Notification Requirements

- (a) When the Department Head 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 Head must inform the staff member of their entitlements and their obligations under the award.

- (b) 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:

- (1) that she/he intends to take parental leave, and
- (2) the expected date of birth or the expected date of placement, and
- (3) if she/he is likely to make a request under subclause (ix).

- (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:

- (1) the date on which the maternity, adoption or other parent leave is intended to start, and
- (2) the period of leave to be taken.

- (d) Staff member's request and the Department Head's decision to be in writing. The staff member's request under paragraph (ix)(a) and the Department Head's decision made under paragraph (ix)(b) must be recorded in writing.

- (e) 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 Department Head 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 Department Head agrees.

- (f) A staff member on maternity leave is to notify the Department Head of the date on which she gave birth as soon as she can conveniently do so.

- (g) A staff member must notify the Department Head as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.

- (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Department Head and any number of times with the consent of the Department Head. In each case she/he must give the Department Head at least 14 days notice of the change unless the Department Head decides otherwise.

- (xi) 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 (ix), and she/he resumes duty immediately after the approved leave or work on a part time basis.

- (xii) 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.
- (xiii) 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.
- (xiv) 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 Department Head) must be given.
- (xv) 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.
- (xvi) 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.
- (xvii) A staff member may elect to take available recreation leave at half pay in conjunction with parental leave subject to:
 - (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave
 - (b) the total period of parental leave, is not extended by the taking of recreation leave at half pay
 - (c) When calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- (xviii) 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.
- (xix) 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.
- (xx) Communication during parental leave
 - (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Department Head shall take reasonable steps to:
 - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (2) 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.

- (b) 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 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.
- (c) The staff member shall also notify the Department Head of changes of address or other contact details which might affect the Department Head's capacity to comply with paragraph (a).

46. Family and Community Service Leave

- (i) The Department Head 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 in subclause (ii). The Department Head may also grant leave for the purposes in subclause (iii). 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.
- (ii) Such unplanned and emergency situations may include but not be limited to the following:
 - (a) compassionate grounds - such as the death or illness of a close member of the family or a member of the staff member's household;
 - (b) 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;
 - (c) emergency or weather conditions - such as when flood, fire or snow etc. threaten property and/or prevent a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;;
 - (e) attendance at court by a staff member 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.
- (iii) Family and community service leave may also be granted for:
 - (a) An absence during normal working hours to attend meetings, conferences or to perform other duties, for staff members holding offices 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
 - (b) 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.
- (iv) The definition of 'family' or 'relative' in this clause is the same as that provided in subclause 42(iv)(b).
- (v) Family and community service leave shall accrue as follows:
 - (a) 2.5 days in the staff member's first year of service;
 - (b) 2.5 days in the staff member's second year of service; and
 - (c) One day per year thereafter.
- (vi) If available family and community is exhausted as a result of natural disasters, the Department Head shall consider applications for additional family and community service leave, if some other emergency arises.

- (vii) 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.
- (viii) 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 42, Sick Leave to Care for a Family Member, shall be granted when paid family and community service leave has been exhausted or is unavailable.
- (ix) A Department Head 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.

47. Observance of Essential Religious Or Cultural Obligations

- (i) A staff member of:
 - (a) any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - (b) 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, RDO or leave without pay to do so.
- (ii) Provided adequate notice as to the need for leave is given by the staff member to the department and it is operationally convenient to release the staff member from duty, the Department Head must grant the leave applied for by the staff member in terms of this subclause.
- (iii) 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 Department Head, subject to:
 - (a) adequate notice being given by the staff member;
 - (b) prior approval being obtained by the staff member; and
 - (c) the time off being made up in the manner approved by the Department Head.
- (iv) Notwithstanding the provisions of subclauses (i), (ii) and (iii) of this clause, arrangements may be negotiated between the department and the relevant trade union(s) in terms of clause 5, Local Arrangements of this award to provide greater flexibility for staff members for the observance of essential religious or cultural obligations.

48. Extended Leave

Extended leave shall accrue and shall be granted to staff members in accordance with the provisions of Schedule 1 of the Government Sector Employment Regulation 2014.

49. Leave Without Pay

- (i) The Department Head may grant leave without pay to a staff member if good and sufficient reason is shown.
- (ii) Leave without pay may be granted on a full-time or a part time basis.
- (iii) 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.

- (iv) 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.
- (v) A staff member who has been granted leave without pay, shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Department Head.
- (vi) 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.
- (vii) No paid leave shall be granted during a period of leave without pay.
- (viii) A permanent appointment may be made to the staff member's position if:
 - (a) 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
 - (b) The staff member is advised of the Department's proposal to permanently backfill their position; and
 - (c) the staff member is given a reasonable opportunity to end the leave without pay and return to their position; and
 - (d) the Department 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.
- (ix) The position cannot be filled permanently unless the above criteria are satisfied.
- (x) The staff member does not cease to be employed by the Department if their position is permanently backfilled.
- (xi) Subclause (viii) above does not apply to full-time unpaid parental leave granted in accordance with paragraph 45(ix)(a) or to military leave.

50. Military Leave

- (i) During the period of 12 months commencing on 1 July each year, the Department Head may grant to a staff member who is a volunteer part time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction or compulsory parades conducted by the staff member's unit.
- (ii) 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.
- (iii) Up to 24 working days military leave per financial year may be granted by the Department Head 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 (i) of this clause.
- (iv) A Department Head may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (v) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified in subclause (iii) may be granted Military Leave Top Up Pay by the Department Head.

- (vi) 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.
- (vii) During a period of Military Leave Top up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and Departments are to continue to make superannuation contributions at the normal rate.
- (viii) At the expiration of military leave granted in accordance with this Clause, the staff member shall furnish to the Department Head a certificate of attendance and details of the staff member's reservist pay signed by the commanding officer or other responsible officer.

51. Special Leave

- (i) Special Leave - Jury Service
 - (a) A staff member shall, as soon as possible, notify the Department Head of the details of any jury summons served on the staff member.
 - (b) 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 Department Head 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.
 - (c) 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 Department Head 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 Department Head shall grant, at the sole election of the staff member, available recreation leave on full pay, flex leave or leave without pay.
- (ii) 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.
 - (a) 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 department.
- (iii) 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:
 - (a) be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and
 - (b) pay into the Parliament 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.
 - (c) Union Witness - a staff member called by their union to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by the department for the required period.
- (iv) 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 flex leave or recreation/extended leave on full pay, or leave without pay.

- (v) Special Leave - Examinations - 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 Department Head.
 - (a) Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
 - (b) 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.
- (vi) Special Leave - Union Activities - Special leave on full pay may be granted to staff members who are accredited trade union delegates to undertake trade union activities as provided for in Clause 55, Trade Union Activities, of this award.
- (vii) A staff member who identifies as an Indigenous Australian may be granted up to one day's special leave per year to enable the staff member to participate in the National Aborigines and Islander Day of Commemoration Celebrations (NAIDOC). 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 the staff member.
- (viii) Special Leave - Other Purposes - Special leave on full pay may be granted to staff members by the Department Head for such other purposes, during such periods and subject to the conditions specified in the New South Wales Public Service Personnel Handbook at the time the leave is taken.

51A. Leave for Matters Arising from Domestic Violence

- (i) The definition of domestic violence is found in clause 2, Definitions of this award.
- (ii) Staff experiencing domestic violence are entitled to 10 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days). The leave is to be available for employees experiencing domestic and family violence, for purposes including; seeking safe accommodation; attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence; attending court and other legal proceedings relating to their experience of domestic and family violence; organising alternative care or education arrangements for their children; or other related purposes approved by the agency head.
- (iii) When approving leave, the agency head needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof such as; an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession; a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or a medical certificate.
- (iv) The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- (v) The leave entitlement does not extend to casual employees. Temporary and part-time employees will be entitled to the leave on a pro-rata basis.
- (vi) Leave entitlements provided for in clause 46, Family and Community Service Leave, clause 42 Sick leave to care for Family Member and clause 40, Sick Leave, may be used by staff members experiencing domestic violence where the entitlements in 51A (ii) have been exhausted.
- (vii) Personal information concerning domestic violence will be kept confidential by the agency.
- (viii) The Department Head(s), where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

52. Purchased Leave

- (i) A staff member may apply to enter in an agreement with the Department Head to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- (ii) Each application will be considered subject to operational requirements and personal needs and will take into account departmental business needs and work demands.
- (iii) The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading
- (iv) The leave will count as service for all purposes.
- (v) The purchased leave will be funded through the reduction in the staff member's ordinary rate of pay.
- (vi) 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.
- (vii) To calculate the purchase leave rate of pay, the staff member's ordinary salary rate will be reduced by the number of weeks or purchased leave and then annualised at a pro rata rate over the 12 month period.
- (viii) Purchased leave is subject to the following provisions:
 - (a) The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - (b) Other leave taken during the 12 month purchased leave agreement period i.e. sick leave, recreation leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
 - (c) Sick leave cannot be taken during a period of purchased leave
 - (d) The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings
 - (e) Overtime and salary related allowances not paid during periods of recreation leave will be calculated using the staff member's hourly rate based on the ordinary rate of pay
 - (f) Higher duties allowance will not be paid when a period of purchased leave is taken.
- (ix) Specific conditions governing purchased leave may be amended from time to time in consultation with the Association.

53. Study Assistance

- (i) Study Time - The Department Head shall have the power to grant or refuse study time.
- (ii) Where the Department Head approves the grant of study time, the grant shall be subject to:
 - (a) the course being a course relevant to the department and/or the Parliament; and
 - (b) the time being taken at the convenience of the department or section.
 - (c) 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.
- (iii) Study time may be granted to both full and part time staff. Part time staff however shall be entitled to a pro-rata allocation of study time to that of a full-time staff.

- (iv) Study time may be used for:
 - (a) attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - (b) necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - (c) private study; and/or
 - (d) Accumulation, subject to the conditions specified in subclauses (vi) to (x) of this clause.
- (v) Staff 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:
 - (a) Face-to-Face - Staff may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - (b) Correspondence - Staff may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - (c) Accumulation - Staff may choose to accumulate part or all of their study time as provided in paragraphs (vi) to (x) of this clause.
- (vi) Accumulated study time may be taken in any manner or at any time, subject to operational requirements of the department.
- (vii) Staff on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the staff and the department.
- (viii) Where at the commencement of an academic year/semester staff 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.
- (ix) Staff 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.
- (x) 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.
- (xi) Staff studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- (xii) Correspondence Courses - Study time for staff 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.
- (xiii) 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.
- (xiv) Repeated subjects - Study time shall not be granted for repeated subjects.

- (xv) 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.
- (xvi) Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- (xvii) The period granted as examination leave shall include:
 - (a) time actually involved in the examination;
 - (b) 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.
- (xviii) The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- (xix) 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.
- (xx) All staff members are eligible to apply and no prior service requirements are necessary.
- (xxi) Study leave shall be granted without pay, except where the Department Head approves financial assistance. The extent of financial assistance to be provided shall be determined by the Department Head according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- (xxii) Where financial assistance is approved by the Department Head 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.
- (xxiii) Scholarships for Part time Study - In addition to the study time/study leave provisions under this subclause, the department may choose to identify courses or educational programmes of particular relevance or value and establish a departmental 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.

54. Staff Development and Training Activities

- (i) For the purpose of this subclause, the following shall be regarded as staff development and training activities:
 - (a) all staff development courses conducted by a NSW Public Sector organisation;
 - (b) short educational and training courses conducted by generally recognised public or private educational bodies; and
 - (c) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies.
- (ii) For the purposes of this subclause, the following shall not be regarded as staff development and training activities:
 - (a) activities for which study assistance under clause 53 is appropriate, including university or TAFE courses;

- (b) activities to which other provisions of this award apply (e.g. courses conducted by trade unions); and
 - (c) activities which are of no specific relevance to the NSW Parliament.
- (iii) Attendance of a staff member at activities considered by the Department Head to be:
- (a) essential for the efficient operation of the department; or
 - (b) developmental and of benefit to the NSW Parliament
- 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.
- (iv) The following provisions shall apply, as appropriate, to the activities considered to be essential for the efficient operation of the department:
- (a) recognition that the staff members are performing normal duties during the course;
 - (b) adjustment for the hours so worked under flexible working hours;
 - (c) payment of course fees;
 - (d) 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
 - (e) payment of overtime where the activity could not be conducted during the staff member's normal hours and the Department Head is satisfied that the approval to attend constitutes a direction to work overtime under clause 57, Overtime of this award.
- (v) The following provisions shall apply, as appropriate, to the activities considered to be staff developmental and of benefit to the department or section
- (a) recognition of the staff member as being on duty during normal working hours whilst attending the activity;
 - (b) payment of course fees;
 - (c) 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
 - (d) such other conditions as may be considered appropriate by the Department Head given the circumstances of attending at the activity, such as compensatory leave for excess travel or payment of travelling expenses.
- (vi) Where the training activities are considered to be principally of benefit to the staff member and of indirect benefit to the department or section, special leave of up to 10 days per year shall be granted to a staff member. If additional leave is required and the Department Head 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.
- (vii) 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 subclause.

55. Trade Union Activities

- (i) A trade union delegate will be released from the performance of normal departmental duty in respect of activities specified below. While undertaking such activities the trade union delegate will be regarded as being on duty and will not be required to apply for leave:
- (a) Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011*;
 - (b) Attendance at meetings with workplace management or workplace management representatives;
 - (c) A reasonable period of preparation time, before
 - (1) meetings with management
 - (2) disciplinary or grievance meetings when a trade union member requires the presence of a trade union delegate; and
 - (3) any other meeting with management, by agreement with management, where operational requirements allow the taking of such time;
 - (d) Giving evidence in court on behalf of the employer;
 - (e) Appearing as a witness before the Industrial Relations Commission in respect of proceedings under Part 7, Public sector disciplinary appeals;
 - (f) Representing their trade union at the Industrial Relations Commission in respect of proceedings under Part 7, Public sector disciplinary appeals as an advocate or as a Tribunal Member;
 - (g) Presenting information on the trade union and trade union activities at induction sessions for new staff of the department; and
 - (h) Distributing official trade union 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.
- (ii) Trade Union Activities regarded as Special Leave.

The granting of special leave with pay will apply to the following activities undertaken by a trade union delegate, as specified below:

- (a) annual or biennial conferences of the delegate's union;
- (b) meetings of the union's Executive, Committee of Management or Councils;
- (c) annual conference of Unions NSW and the biennial Congress of the Australian Council of Trade Unions;
- (d) attendance at meetings called by Unions NSW involving a public sector trade union which requires attendance of a delegate;
- (e) attendance at meetings called by the Presiding Officer(s), as the employer for industrial purposes, as and when required;
- (f) giving evidence before an Industrial Tribunal as a witness for the trade union;

- (g) reasonable travelling time to and from conferences or meetings to which the provisions of subclauses (i), (ii) and (iii) of this clause apply.
- (iii) Trade Union Training Courses - The following training courses will attract the grant of special leave as specified below:
- (a) accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS Committee members.
- The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Department Head and the relevant trade union under a local arrangement pursuant to clause 5, Local Arrangements of this award.
- (b) courses organised and conducted by the Trade Union Education Foundation or by the member's trade union or a training provider nominated by the member's trade union. A maximum of 12 working days in any period of 2 years applies to this training and is subject to:
- (1) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (2) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc;
 - (3) all travelling and associated expenses being met by the staff member or his/her union;
 - (4) attendance being confirmed in writing by the member's trade union or a nominated training provider.
- (iv) Trade Union On Loan Arrangements - Subject to the operational requirements of the workplace, on loan arrangements will apply to the following activities:
- (a) meetings interstate or in NSW of a Federal nature to which a representative or member has been nominated or elected by the union:-
- (1) as an Executive Member; or
 - (2) a member of a Federal Council; or
 - (3) vocational or industry committee.
- (b) briefing counsel on behalf of the union;
- (c) assisting union officials with preparation of cases or any other activity outside their normal workplace at which the delegate is required to represent the interests of their trade union;
- (d) country tours undertaken by a member of the Executive or Council of the trade union;
- (e) taking up of full time duties with the trade union if elected to the office of President, General Secretary or to another full time position with the trade union.
- (f) Financial Arrangements - The following financial arrangements apply to the occasions when a staff member is placed "on loan" to his/her trade union:-
- (1) the department will continue to pay the delegate or an authorised union representative whose services are on loan to their trade union;
 - (2) the department will seek reimbursement from the trade union at regular intervals of all salary and associated on costs, including superannuation, as specified by the NSW Treasury from time to time.

- (3) Agreement with the trade union on the financial arrangements must be reached before the on loan arrangement commences and must be documented in a manner negotiated between the Department Head and the trade union.
- (g) 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.
- (h) 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 trade union needs to extend an on loan arrangement, the trade union shall approach the Department Head in writing for an extension of time well in advance of the expiration of the current period of on loan arrangement.
- (i) Where the Department Head and the relevant trade union cannot agree on the on loan arrangement, the matter is to be referred to the Presiding Officer(s) for consultation with the Department Head and the trade union.
- (v) Period of Notice for Trade Union Activities - The Department Head must be notified in writing by the trade union 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.
- (vi) Access to Facilities by Trade Union Delegates - The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised union activities:
- (a) telephone, facsimile and, where available, e-mail facilities;
- (b) a notice board for material authorised by the union or access to staff notice boards for material authorised by the union;
- (c) workplace conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the relevant trade union.
- (vii) Responsibilities of the Trade Union Delegate - Responsibilities of the union delegate are to:
- (a) establish accreditation as a delegate with the union and provide proof of accreditation to the workplace;
- (b) participate in the workplace consultative processes, as appropriate;
- (c) follow the dispute settling procedure applicable in the workplace;
- (d) provide sufficient notice to the immediate supervisor of any proposed absence on authorised union business;
- (e) account for all time spent on authorised union business;
- (f) when special leave is required, to apply for special leave in advance;
- (g) distribute union literature/membership forms, under local arrangements negotiated between the Department Head and the relevant trade union; and
- (h) use any facilities provided by the workplace properly and reasonably as negotiated at organisational level.
- (viii) Responsibilities of the Trade Union - Responsibilities of the Trade Union are to:

- (a) provide written advice to the Department Head about a Trade Union 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;
 - (b) meet all travelling, accommodation and any other costs incurred by the accredited delegate, except as provided in paragraph (b) of subclause (ix) of this clause;
 - (c) pay promptly any monies owing to the workplace under a negotiated on loan arrangement;
 - (d) provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - (e) apply to the Department Head well in advance of any proposed extension to the "on loan" arrangement; and
 - (f) assist the workplace management in ensuring that time taken by the union delegate is accounted for and any facilities provided by the employer are used reasonably and properly;
 - (g) advise the employer of any leave taken by the trade union delegate during the on loan arrangement.
- (ix) Responsibilities of Workplace Management - Where time is required for union activities in accordance with this clause the responsibilities of the workplace management are to:
- (a) release the accredited delegate from duty for the duration of the union activity, as appropriate, and, where necessary, to allow for sufficient travelling time during the ordinary working hours;
 - (b) meet the travel and/or accommodation costs properly and reasonably incurred in respect of meetings called by the workplace management;
 - (c) where possible, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking union responsibilities to assist with the business of workplace management;
 - (d) re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
 - (e) where a union activity provided under this clause needs to be undertaken on the trade union delegate's rostered day off or during an approved period of flex leave, apply the provisions of paragraph (d) of this subclause;
 - (f) continue to pay salary during an "on loan" arrangement negotiated with the relevant union and to obtain reimbursement of salary and on-costs from the union at regular intervals, or as otherwise agreed between the parties if long term arrangements apply;
 - (g) verify with the union the time spent by a union delegate or delegates on union business, if required; and
 - (h) if the time and/or the facilities allowed for union activities are thought to be used unreasonably and/or improperly, consult with the trade union before taking any remedial action.
 - (i) Advise the accredited delegate of the date of the next induction session for new staff members in sufficient time to enable the trade union to arrange representation at the session
- (x) Right of Entry - The right of entry provisions shall be as prescribed under the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* and the *Industrial Relations Act 1996*.
- (xi) Travelling and Other Costs of Trade Union Delegates

- (a) Except as specified in paragraph (c) of subclause (ix) of this clause, all travel and other costs incurred by accredited union delegates in the course of trade union activities will be paid by their union.
 - (b) In respect of meetings called by the workplace management in terms of paragraph (b) of subclause (ix) of this clause, the payment of travel and/or accommodation costs, properly and reasonably incurred, is to be paid, as appropriate, on the same conditions as apply under clause 19, Travel Allowances and clause 24, Allowance Payable for Use of Private Motor Vehicle, of this award.
 - (c) No overtime, leave in lieu, shift penalties or any other additional costs will be claimable by a staff member from the department, in respect of union activities covered by special leave or on duty activities provided for in this clause.
 - (d) 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 department by the union or the staff member.
- (xii) Industrial Action
- (a) Provisions of the *Industrial Relations Act* 1996 shall apply to the right of union members to take lawful industrial action.
 - (b) There will be no victimisation of staff members prior to, during or following such industrial action.
- (xiii) Consultation and Technological Change
- (a) 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 management and the trade unions represented in the department or section.
 - (b) Management shall consult with the relevant trade union prior to the introduction of technological change.

56. Shift Work

- (i) 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%
 - 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%
- (ii) 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.
- (iii) 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.

- (iv) 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 two times the rate for time worked.
- (v) Public Holidays -
 - (a) 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;
 - (b) a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day;
- (vi) Rosters - Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Department Head.
- (vii) Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours notice of the proposed change.
- (viii) Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- (ix) 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 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.
- (x) Time spent off duty may be calculated by determining the amount of time elapsed after:
 - (a) the completion of an ordinary rostered shift; or
 - (b) the completion of authorised overtime; or
 - (c) the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- (xi) Eight Consecutive Hours Break on Overtime -
 - (a) When overtime is necessary, wherever reasonably practicable, it shall be arranged so that shift workers have at least eight (8) consecutive hours off duty.
- (xii) The rest period off duty shall be not less than eight (8) consecutive hours when the overtime is worked for the purpose of changing shift rosters except where an arrangement between shift workers alters the ordinary rostered shift and such alteration results in a rest period of less than eight (8) hours.
- (xiii) Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.

57. Overtime

- (i) General
 - (a) A staff member may be directed by the Department Head or their delegate 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:

- (1) the staff member's prior commitments outside the workplace, particularly their family and carer responsibilities, community obligations or study arrangements,
 - (2) any risk to the staff member's health and safety,
 - (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,
 - (4) the notice (if any) given by the Department Head or their delegate regarding the working of the overtime, and by the staff member of their intention to refuse overtime, or
 - (5) any other relevant matter.
- (b) Payment for overtime shall be made only where the staff member works directed overtime.
- (c) Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to Clause 5 Local Arrangement, of this Award provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Department Head to work more than 7 hours after finishing overtime or before commencing overtime.
- (d) Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the staff member is eligible, under any other industrial instrument, to:
- (1) compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - (2) be paid an allowance for overtime and/or on-call (standby) allowance; or
 - (3) a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance,
- (e) Payment of overtime will not be made to staff defined as Members' staff in clause 2, Definitions, who receive an all incidence of employment allowance.
- (ii) Overtime
- (a) The provisions of this clause shall not apply to:
- (1) shift workers as defined in clause 2, Definitions of this award and to whom provisions of subclauses (iii) of this clause apply;
 - (2) staff members covered by formal local arrangements in respect of overtime negotiated between the Department Head and the relevant trade union;
 - (3) staff members to whom overtime provisions apply under another industrial instrument;
 - (4) staff members whose salary includes compensation for overtime; and
 - (5) staff members who receive an allowance in lieu of overtime.
- (b) Rates - Overtime shall be paid at the following rates:
- (1) Weekdays (Monday to Friday inclusive) - at the rate of time and one half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the staff member's ordinary hours of duty, if working standard hours, or outside the

bandwidth, if working under a flexible working hours scheme, unless local arrangements negotiated in terms of clause 5, Local Arrangements of this award apply;

- (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;
- (3) Sundays - All overtime worked on a Sunday at the rate of double time;
- (4) Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

(iii) Overtime Worked by Shift Workers

(a) The following rates are payable for any overtime worked by shift workers and shall be in substitution of and not cumulative upon the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or Public Holiday.

- (1) Monday-Friday - All overtime worked by shift workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (2) Saturday - All overtime worked by shift workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- (3) Sunday - All overtime worked by shift workers on a Sunday shall be paid for at the rate of double time.
- (4) Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.

(iv) 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.

(v) 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.

(vi) Rest Periods

- (a) A staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- (b) 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.
- (c) The provision of this clause, Rest periods, will not apply to sessional staff where the overtime and attendance at work and rest period of less than 8 hours is the result of a sitting of the Legislative Assembly or the Legislative Council.

(vii) Recall to Duty

- (a) A staff member recalled to work overtime after leaving the employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.

- (b) The staff member shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
 - (c) When a staff member returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next callout period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
 - (d) When a staff member returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the staff member was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
 - (e) A recall to duty commences when the staff member starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
 - (f) A staff member recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
 - (g) This subclause shall not apply in cases where it is customary for a staff member to return to the department's premises to perform a specific job outside the staff member's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.
- (viii) On call (Standby)
- (a) When a staff member is directed to be on call or on standby for a possible recall to duty, payment of an on call allowance shall be made. Where a rate of on call allowance has not already been determined for the staff member as at the date of the making of this award, the rate shown in item 9 of Table 1 -Allowances, of Part B Monetary Rates, shall be made for the duration of on call (standby).
 - (b) If a staff member who is on call and is called out by the Department, the applicable overtime provisions as set out in this Clause shall apply to the time worked.
 - (c) Where work problems are resolved without travel to the place of work whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.
- (ix) Meal Breaks on Overtime
- (a) 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.
 - (b) 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.
 - (c) 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.

- (x) Meal Allowances for Overtime
- (a) If an adequate meal is not provided by the department, a meal allowance shall be paid by the department for meal breaks taken pursuant to subclause (ix) Meal Breaks on Overtime of this clause, provided the Department Head is satisfied that:
- (1) the time worked is directed overtime;
 - (2) the staff member properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought;
 - (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
 - (4) overtime is not being paid in respect of the time taken for a meal break.
- (b) The amount of the allowance for the meal shall be at the rate specified in Item 11 of Table 1 - Allowances of Part B, Monetary Rates, as appropriate.
- (c) Notwithstanding the above provisions, nothing in this clause shall prevent the Department Head and the relevant trade union(s) from negotiating different meal provisions under a local arrangement.
- (xi) Senior Staff payments:
- (a) A staff member whose salary, or salary and allowance in the nature of salary, exceeds the maximum rate for Clerk Grade 8, 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 Department Head approves payment for directed overtime at the staff member's salary or, where applicable, salary and allowance in the nature of salary.
- (b) Sessional Staff as defined in clause 2, Definitions, whose salary, or salary and allowance in the nature of salary, exceeds an amount equivalent to the rate prescribed as the maximum for a clerk grade 8, as varied from time to time, shall be entitled to payment of an allowance as set in item 12 Part B, Table 1 Allowances in lieu of overtime on each occasion they are required to work beyond 8.00 pm in sitting periods.
- (xii) The Department Head 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 (xiii) of this clause.
- (xiii) Leave In Lieu of Payment for overtime
- (a) A staff member who, at the direction of the Department Head works overtime, may elect to take leave in lieu of payment for all or part of the entitlement in respect of time worked.
- (b) The following provisions shall apply to the leave in lieu: -
- (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;
 - (2) the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
 - (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. In such cases the conditions set out in clause 42, Sick Leave to Care for a Family Member of this award apply;

- (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 department or section;
- (5) leave in lieu accrued in respect of overtime shall be given by the Department and taken by the staff member within three months of accrual unless alternate local arrangements have been negotiated between the Department Head and the Association.
- (6) a staff member shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

(xiv) Calculation of Overtime

- (a) Unless a minimum payment in terms of subclause (v) of this clause applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- (b) The formula for the calculation of overtime at ordinary rates for staff members employed on a five (5) day basis shall be:

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

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

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{Normal hours of work}}$$

- (d) 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.
- (e) Overtime is not payable for time spent travelling.

(xv) Adjustment of Meal Allowances

- (a) The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in clause 34, Adjustment of Allowances of this award.
- (b) Where an allowance under paragraph (a) of this subclause is insufficient to reimburse the staff member the cost of a meal, properly and reasonably incurred, the Department Head shall approve payment of actual expenses.
- (c) Where the meal was not purchased, payment of a meal allowance shall not be made.
- (d) Receipts shall be provided to the Department Head or his/her delegate in support of any claims for additional expenses or when the staff member is required to substantiate the claim.

(xvi) Provision of Transport

- (a) For the purpose of this subclause, departure or arrival after 8.00 p.m. will determine whether the provisions of this subclause apply.

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

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

(b) 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.

(c) Provision of Taxis

Where a staff member, other than a staff working rostered shifts, 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.

58. 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 or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) The immediate manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within three (3) working days, or as soon as practicable, of the matter being brought to attention.
- (iv) 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 appointed deputy.
- (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 three (3) 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 Presiding Officer(s) 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 their union.
- (ix) 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.
- (x) The staff member, union, department and Presiding Officer(s) 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 staff member or member of the public.

59. 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".

60. Existing Entitlements

The provisions of this award shall not affect any entitlements existing in a department or section 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 relevant trade union.

61. Deduction of Union Membership Fees

- (i) The union shall provide the Presiding Officers 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 Presiding Officers 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 union at least one month in advance of the variation taking effect.
- (iii) Subject to (i) and (ii) above, the Presiding Officers shall deduct union fortnightly membership fees from the salary of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorized the Presiding Officers to make such deductions.

- (iv) Monies so deducted from staff members' salary shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to staff members' union membership accounts.
- (v) Unless other arrangements are agreed to by the Presiding Officers and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where a staff member 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 staff member to make a fresh authorisation in order for such deductions to continue.

62. Secure Employment

(i) Objective of this Clause

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

(ii) Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph (ii)(a), upon receiving notice under paragraph (ii)(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part time employment in accordance with paragraph (ii)(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (ii)(c), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part time employment; and

- (2) if it is agreed that the employee will become a part time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph (f), the employee shall convert to full-time or part time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(iii) Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:

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

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

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

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

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

(3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and

(4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.

- (c) Nothing in this subclause (iii) 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*.

(iv) 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.

- (v) 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.

PART B**MONETARY RATES****Table 1 - Allowances**

Effective 1 July 2019

Item No	Clause No	Description	Amount
1	Clause 21	Meal expenses on one day journeys: Capital cities and high cost country centres (see list in item 2)	
		(a) Breakfast	\$28.15
		(b) Dinner	\$53.90
		(c) Lunch	\$31.65
		Tier 2 and other country centres (see list in item 2)	
		(a) Breakfast	\$25.20
		(b) Dinner	\$49.60
		(c) Lunch	\$28.75
		2	Clause 19 (ii)(c)(2)
Capital cities:	Per day		
Adelaide	\$290.75		
Brisbane	\$308.75		
Canberra	\$301.75		
Darwin	\$353.75		
Hobart	\$280.75		
Melbourne	\$306.75		
Perth	\$313.75		
Sydney	\$321.75		
High cost country centres	Per day		
Albany (WA)	\$312.75		
Alice Springs (NT)	\$283.75		
Ballarat (VIC)	\$281.75		
Bathurst (NSW)	\$268.75		
Bega (NSW)	\$278.75		
Benalla (VIC)	\$270.75		
Bendigo (VIC)	\$268.75		
Bordertown (SA)	\$282.75		
Bourke (NSW)	\$298.75		
Bright (VIC)	\$295.75		
Broken Hill (NSW)	\$272.75		
Broome (WA)	\$353.75		
Bunbury (WA)	\$288.75		
Burnie (TAS)	\$297.75		
Cairns (QLD)	\$286.75		
Carnarvon (WA)	\$289.75		
Castlemaine (VIC)	\$279.75		
Chinchilla (QLD)	\$276.75		

	Christmas Island (WA)	\$317.75
	Cocos (Keeling) Islands (WA)	\$435.75
	Coffs Harbour (NSW)	\$270.75
	Colac (VIC)	\$271.75
	Dalby (QLD)	\$295.75
	Dampier (WA)	\$308.75
	Derby (WA)	\$303.75
	Devonport (TAS)	\$291.75
	Emerald (QLD)	\$289.75
	Esperance (WA)	\$288.75
	Exmouth (WA)	\$323.75
	Geraldton (WA)	\$298.75
	Gladstone (QLD)	\$288.75
	Gold Coast (QLD)	\$342.75
	Gosford (NSW)	\$273.75
	Halls Creek (WA)	\$303.75
	Hervey Bay (QLD)	\$290.75
	Horn Island (QLD)	\$333.75
	Horsham (VIC)	\$281.75
	Jabiru (NT)	\$349.75
	Kalgoorlie (WA)	\$305.75
	Karratha (WA)	\$348.75
	Katherine (NT)	\$291.75
	Kununurra (WA)	\$337.75
	Launceston (TAS)	\$274.75
	Mackay (QLD)	\$294.75
	Maitland (NSW)	\$285.75
	Mount Gambier (SA)	\$270.75
	Mount Isa (QLD)	\$293.75
	Mudgee (NSW)	\$279.75
	Muswellbrook (NSW)	\$276.75
	Newcastle (NSW)	\$302.75
	Newman (WA)	\$303.75
	Norfolk Island (NSW)	\$323.75
	Northam (WA)	\$273.75
	Orange (NSW)	\$288.75
	Port Hedland (WA)	\$308.75
	Port Lincoln (SA)	\$303.75
	Port Macquarie (NSW)	\$291.75
	Queanbeyan (NSW)	\$272.75
	Queenstown (TAS)	\$269.75
	Roma (QLD)	\$272.75
	Shepparton (VIC)	\$278.75
	Swan Hill (VIC)	\$269.75
	Tennant Creek (NT)	\$279.75
	Toowoomba (QLD)	\$277.75
	Thursday Island (QLD)	\$333.75
	Townsville (QLD)	\$276.75
	Wagga Wagga (NSW)	\$277.75
	Wangaratta (VIC)	\$272.75
	Weipa (QLD)	\$271.75
	Whyalla (SA)	\$278.75
	Wilpena-Pound (SA)	\$326.75
	Wollongong (NSW)	\$288.75
	Wonthaggi (VIC)	\$279.75
	Yulara (NT)	\$533.75
	Tier 2 Country Centres	Per Day
	Albury (NSW)	\$257.60
	Ararat (VIC)	\$257.60

		Armidale (NSW)	\$257.60
		Ayr (QLD)	\$257.60
		Bairnsdale (VIC)	\$257.60
		Bundaberg (QLD)	\$257.60
		Ceduna (SA)	\$257.60
		Charters Towers (QLD)	\$257.60
		Cooma (NSW)	\$257.60
		Dubbo (NSW)	\$257.60
		Echuca (VIC)	\$257.60
		Geelong (VIC)	\$257.60
		Goulburn (NSW)	\$257.60
		Griffith (NSW)	\$257.60
		Gunnedah (NSW)	\$257.60
		Hamilton (VIC)	\$257.60
		Innisfail (QLD)	\$257.60
		Kadina (SA)	\$257.60
		Kingaroy (QLD)	\$257.60
		Lismore (NSW)	\$257.60
		Mildura (VIC)	\$257.60
		Naracoorte (SA)	\$257.60
		Nowra (NSW)	\$257.60
		Port Augusta (SA)	\$257.60
		Portland (VIC)	\$257.60
		Renmark (SA)	\$257.60
		Rockhampton (QLD)	\$257.60
		Sale (VIC)	\$257.60
		Seymour (VIC)	\$257.60
		Tamworth (NSW)	\$257.60
		Tumut (NSW)	\$257.60
		Warrnambool (VIC)	\$257.60
		Wodonga (VIC)	\$257.60
		Other country centres	\$237.60
3	Clause 19(ii)	Incidental expenses when claiming actual expenses - all locations	\$20.05
4	Clause 19(ii)(f)	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
5	Clause 19	Government accommodation - Incidental expenses (per day)	\$20.05
6	Clause 24	Use of private motor vehicle: Official business Casual rate (40% of official business rate) Motor cycle allowance (50% of official business rate) Towing trailer or horse float (13% of the official business rate)	Cents per kilometre 68.0 27.2 34.0 8.8
7	Clause 27	Community language allowance scheme - - Base Level Rate - Higher Level Rate	Per annum \$1448 pa \$2177 pa
8	Clause 29	First aid allowance - Holders of basic qualifications - Holders of current occupational first aid certificate	Per annum \$933 pa \$1401 pa
9	Clause 31	On-call allowance (per hour)	\$1.00 per hour
10	Clause 32	Laundry allowance	\$5.00 per week
11	Clause 57 (x)	Overtime meal allowances Breakfast Lunch Dinner	\$31.25 \$31.25 \$31.25

12	Clause 57(xi)(b)	Allowance in lieu of overtime Sessional Staff above Clerk Grade 8	\$412.20 per occasion
13	Clause 28	Flying Allowance	\$21.70 per hour
14	Clause 32	Service Increments Allowance	\$34.11 per annum

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(1219)

SERIAL C9132

**CROWN EMPLOYEES (SENIOR ASSISTANT SUPERINTENDENTS
AND ASSISTANT SUPERINTENDENTS, DEPARTMENT OF JUSTICE
- CORRECTIVE SERVICES NSW) AWARD 2009**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135277 of 2019)

Before Chief Commissioner Kite

28 August 2019

REVIEWED AWARD

PART A

1. Arrangement

Clause No.	Subject Matter
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PART A

- | | |
|-----|---|
| 1. | Arrangement |
| 2. | Title |
| 3. | Definitions |
| 4. | Conditions Fixed by other Instruments of Employment |
| 5. | Principles of Understanding |
| 6. | Hours of Work |
| 7. | Public Holidays |
| 8. | Rostered Day Off |
| 9. | Additional Hours |
| 10. | Ranking Structure |
| 11. | Annualised Salary Package and Allowances |
| 12. | Leave Entitlements |
| 13. | Recreation Leave |
| 14. | Annual Leave Loading |
| 15. | Allowance for Temporary Assignment |
| 16. | Performance Agreement |
| 17. | Permanent Part-time |
| 18. | Professional Conduct |
| 19. | Equality of Employment and Elimination of
Discrimination |
| 20. | Harassment Free Workplace |
| 21. | Anti-Discrimination |
| 22. | Work Health and Safety |
| 23. | Flexible Working and Operational Arrangements |
| 24. | Deduction of Association Membership Fees |
| 25. | Grievance and Dispute Resolution Procedures |
| 26. | No Further Claims |
| 27. | Savings of Rights |
| 28. | Area, Incidence and Duration |

PART B

Schedule 1 - Annualised Salary Package

Schedule 2 - Other Allowances

2. Title

This Award shall be known as the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Communities and Justice - Corrective Services NSW) Award 2009.

3. Definitions

In this Award, unless the content or subject matter otherwise indicates, the following definitions apply:

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

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

"Assistant Superintendent" means a commissioned officer occupying a role at the rank of Assistant Superintendent.

"Award" means this Award.

"Division Head" means the Secretary of the Department of Communities and Justice as listed in Column 2 of Schedule 1 of the Act.

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Award 2009 as varied or its replacement.

"Corrective Services NSW (CSNSW)" means a division within the Department of Communities and Justice, as specified in Schedule 1 of the Act.

"General Manager" means a commissioned officer occupying a role at the rank of General Manager in charge of Correctional Centres or other positions so designated by the Division Head or delegate.

"Manager Business Unit" means a commissioned officer occupying a role of Manager Business Unit within Corrective Services Industries.

"Manager Centre Services and Employment" means a commissioned officer occupying a role of Manager Centre Services and Employment within Corrective Services Industries.

"Manager of Industries Levels 1 and 2" means a commissioned officer occupying a role of Manager of Industries Level 1 or Level 2 within Corrective Services Industries.

"Manager Security" means a commissioned officer occupying a role of Manager Security.

"Officer" means and includes all persons (as defined by the Act), permanently or temporarily appointed to a role within CSNSW pursuant to the provisions of the Act, of: Senior Assistant Superintendent, Assistant Superintendent, Manager of Industries Levels 1 and 2, Manager Centre Services and Employment, Manager Business Unit, Regional Business Manager and Operations Manager and who are occupying one of the role covered by this Award at its operative date, or are appointed to or employed in one of these positions after that date.

"Operations Manager" means a commissioned officer occupying a role of Operations Manager within Corrective Services Industries.

"Permanent Part-time Officer" means an officer who is engaged under the Act for set and regular hours that are less than the full 38 hour week contained in this Award.

"Personnel Handbook" means the New South Wales Government Personnel Handbook published by the Public Service Commission, as updated from time to time.

"Regional Business Manager" means a commissioned officer occupying a role of Regional Business Manager within Corrective Services Industries.

"Regulation" means Government Sector Employment Regulation 2014.

"Senior Assistant Superintendent" means a commissioned officer occupying a role at the rank of Senior Assistant Superintendent.

4. Conditions Fixed By Other Instruments of Employment

- 4.1 The following Awards, or their replacements, insofar as they fix conditions of employment applying to officers covered by this Award, which are not fixed by this Award, shall continue to apply:
- 4.1.1 Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.
- 4.1.2 Crown Employees (Transferred Employees Compensation) Award or its replacement.
- 4.2 Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause 4.1 of this clause, the conditions of employment for officers shall be determined by the provisions of the Act, the Regulation and the Personnel Handbook.

5. Principles of Understanding

- 5.1 The parties acknowledge that the former Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2005, published 10 March 2006 (357 I.G. 1068) was entered into on the basis of a mutual commitment to operate cost efficient and commercially competitive Correctional Centre administration based on modern correctional practices and the initiatives contained in the "Way Forward" Reform package. In meeting this commitment, the Award provides the terms and conditions of employment for officers which are aimed at increasing productivity and flexibility in the conduct of the Department's operations.
- 5.2 The parties agreed to the introduction of an annualised salary package which includes all incidents of employment except as otherwise expressly contained in this Award.
- 5.3 The parties agreed to implement changes to rostering practices and procedures through the promulgation of a twelve week roster comprising three roster cycles, with the preparation of rosters to be undertaken by the Operations Scheduling Unit under the control of the Division Head or delegate.
- 5.4 The parties acknowledge that the changes to rostering practices and the annualisation of salaries are not intended to disadvantage officers engaged under this Award.

6. Hours of Work

- 6.1 The ordinary full time hours of work for officers on a 5 day working arrangement employed under this Award shall be an average of 38 hours per week, to be worked Monday to Friday inclusive. In exceptional circumstances work can be undertaken outside of Monday to Friday by agreement with the officer and his/her supervisor.
- 6.2 The ordinary full time hours of work for officers on a 7 day or 5 of 7 day working arrangement employed under this Award shall be an average of 38 hours per week over a 28 day period, to be worked Monday to Sunday inclusive.
- 6.3 Weekend work for 7 day and 5 of 7 day workers shall be equitably distributed over a 12 month period and displayed on the 28 day roster. Such 5 of 7 or 7 day workers shall not be rostered for work for more than an average of 2 weekends per 19 day roster period worked.
- 6.4 Officers shall have the opportunity to swap shifts as agreed by their Manager Security or officer in charge.

6.5 Officers may, with the approval of the Operations Scheduling Unit, request to vary the 12 week roster as promulgated, in liaison with the Manager Security of the Correctional Centre.

7. Public Holidays

7.1 Officers engaged under this Award and who regularly perform rostered duty on Sundays and Public Holidays shall receive the following compensation and are subject to the following conditions:

7.2 When rostered off on a public holiday - no additional compensation or payment.

7.3 When rostered on a public holiday and work performed - no additional payment.

7.4 Additional payment on the following basis:

Number of ordinary shifts worked on Sundays and/or public holidays during a qualifying period of twelve(12) months from 1st December one year to 30th November the next year.	Additional Payment
4 to 10	1/5th of one week's ordinary salary
11 to 17	2/5ths of one week's ordinary salary
18 to 24	3/5ths of one week's ordinary salary
25 to 31	4/5ths of one week's ordinary salary
32 or more	One week's ordinary salary

7.5 The additional payment shall be made after the 1st December in each year for the preceding twelve months, provided that:

7.5.1 Where employment of an officer is terminated or the officer resigns or retires, the officer shall be entitled to be paid the additional payment that may have accrued under subclause 7.4 of this clause from the preceding 1st December until the date of termination, resignation or retirement.

7.5.2 Payment shall be made at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.

7.6 Officers who are directed to work on the Public Service Holiday as determined by the Division Head within the Christmas/New Year period are, in lieu of work on this day, entitled to be absent from duty on one of the two days preceding the New Years' Day Public Holiday.

8. Rostered Day Off

8.1 The hours of work prescribed in subclauses 6.1 and 6.2 of clause 6, Hours of Work shall be worked on the basis of one rostered day off per month in each 20 working days of a 28 day roster cycle. Officers shall accrue 0.4 of an hour each 8 hour day towards having the 20th day off with pay, subject to subclauses 8.3 and 8.4 of this clause.

8.2 An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, a rostered day off shall be consecutive with other days off. The rostered day off shall be shown as a crossed day off on the roster.

8.3 Once set, the rostered day off may not be changed in a current 28 day roster cycle without agreement between the officer and his/her supervisor. When the rostered day off is changed by mutual agreement, another day shall be substituted in the current roster cycle. Should this not be practicable, the rostered day must be given and taken in the next roster cycle.

8.4 The maximum number of rostered days off prescribed in subclause 8.1 of this clause shall be 12 days per annum. There shall be no accrual towards a rostered day off during the first four weeks of recreation leave.

- 8.5 All other paid leave shall contribute towards the accrual of a rostered day off except where paid workers compensation and extended leave are current throughout the roster cycle. Where an officers rostered day off falls during a period of sick leave, the officer's available sick leave shall not be debited for that day.
- 8.6 As an alternative to the provisions contained in the above subclauses, officers may elect to receive:
- 8.6.1 payment in lieu of rostered days off; and/or
- 8.6.2 payment in lieu of recreation leave accrued above 4 weeks per annum up to a maximum of 10 days on an annual basis. Officers entitled to make this election must be 5 of 7 or 7 day workers.

This additional payment shall be made on the first pay period after 1st December each year.

9. Additional Hours

- 9.1 No payment for additional hours to the ordinary hours of work shall be paid to officers under this Award. The only exception is in cases of emergency.
- 9.2 Officers who are authorised by the General Manager for operational purposes to remain on duty for a period in excess of 15 minutes beyond a standard 8 hour shift shall be entitled to time off in lieu on the basis of an hour off for each additional hour worked as outlined in the Procedures for the Management of Time Off in Lieu, Senior Assistant Superintendents and Assistant Superintendents issued 24 January 2006.
- 9.3 Time off in lieu shall be granted at a mutually agreeable time between the officer and the General Manager, but must account for the operational needs of the workplace and shall be taken within 28 days of the date such additional hours are performed.
- 9.4 Should it not be possible for this time off in lieu referred to in subclause 9.3 of this clause to be granted within 28 days of the date the additional hours are performed, time off in lieu shall be taken within a further 28 day period.
- 9.5 Should it not be possible for the time off in lieu to be taken within the time frames nominated in subclauses 9.3 and 9.4 of this clause, such time shall be paid at the rate of single time for all hours worked.
- 9.6 The Manager Security is responsible to the General Manager to ensure that all time off in lieu is administered in accordance with subclauses 9.3 to 9.5 of this clause and with the Procedures referred to in subclause 9.2 of this clause.
- 9.7 Officers who are recalled to duty on account of an emergency shall be entitled to the payment of overtime for all time worked. A minimum of 3 hours shall be paid for each recall to duty on account of an emergency.
- 9.8 Work undertaken on account of an emergency outside of ordinary hours of work shall be compensated at the rate of time and one-half for the first two hours and at the rate of double time thereafter, Monday to Saturday inclusive; at the rate of double time on Sunday; and at the rate of double time and one-half on a public holiday. The rate of payment for this work shall be the maximum rate for Clerk, Grade 8 plus \$1.
- 9.9 For the purposes of this Award, emergency situations include but are not limited to situations such as: riot, death in custody, fire or hostage. Hours worked in relation to any such incidents must be submitted for the approval of the officer's Manager Security or General Manager.
- 9.10 The annualised salary payable under this Award recognises that additional work time may be involved in briefing incoming officers at the time of shift handover. There shall be no additional payment for this work time.

10. Ranking Structure

10.1 The following ranking structure shall apply:

Senior Assistant Superintendent (commissioned officer)

Assistant Superintendent (commissioned officer)

Operations Manager (commissioned officer)

Manager of Industries Levels 1 and 2 (commissioned officer)

Manager Centre Services and Employment (commissioned officer)

Manager Business Unit (commissioned officer)

10.2 The Division Head or delegate reserves the right to transfer officers in accordance with the Movement of Staff within and between Public Sector Agencies provisions of the Act, if such action is considered to be in the best interests of CSNSW.

10.3 Wherever possible transfers between locations or positions covered by this Award will be agreed between the officer and the Division Head or delegate. Such agreement does not apply to transfers which are directed as a result of disciplinary or performance issues or where there is a rotation between positions at the same rank in the same Correctional Centre or Correctional Complex as defined in the *Crimes (Administration of Sentences) Act 1999*. Nothing in this subclause diminishes the right of the Division Head or delegate to direct transfers in accordance with the Act.

11. Annualised Salary Package and Allowances

11.1 The annualised salaries payable in this Award are as shown in Part B, Schedule 1, and shall include all incidents of employment, including an Incidental Allowance, except as otherwise expressly contained in this Award.

11.2 Hosiery Allowance: An allowance shall be paid to female officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing) as shown in Part B, Schedule 2, Other Allowances.

11.3 Meal Allowances: Officers covered by this Award are not entitled to meal allowances except when work is being performed in accordance with the provisions of subclauses 9.6 to 9.8 of clause 9, Additional Hours of this award. In such circumstances, a meal allowance will be paid in accordance with Item 19 of Table 1 - Allowances of Part B, Monetary Rates of the Conditions Award as follows:

11.3.1 The rate equivalent to the Dinner rate when working a double shift;

11.3.2 The rate equivalent to the Breakfast rate when called in one hour prior to the rostered shift start time and this work commences prior to 6.00am;

11.3.3 The rate equivalent to the Dinner rate when work continues a minimum of 1½ hours beyond the rostered finish time and continues beyond 6.00 pm.

11.3.4 Actual expenses for meals when travelling on official business may be claimed in accordance with the meal expenses for one-day journeys and travelling compensation provisions of the Conditions Award.

11.4 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of CSNSW, to enter into a Salary Packaging Arrangement in accordance with the provisions of the salary packaging provisions of the Crown Employees (Public Sector - Salaries 2019) Award, or any variation or replacement award.

12. Leave Entitlements

- 12.1 All leave (sick, recreation etc.) except for extended leave shall be granted and administered in accordance with the relevant provisions of the Conditions Award.
- 12.2 Extended leave entitlements shall be granted and administered in accordance with Schedule 1 of the Regulations.
- 12.3 All leave will be debited in actual time, replacing the system of debiting multiples of 1/4 days.

13. Recreation Leave

- 13.1 Officers under this Award engaged as 5 day workers, Monday to Friday, shall be entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award that is, four weeks paid leave for each completed year of service.
- 13.2 Officers under this Award engaged as 5 of 7 or 7 day workers and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive, in addition to four weeks recreation leave in subclause 12.1 of this clause, an additional two weeks recreation leave.
- 13.3 Limits on accumulation and direction to take recreation leave shall be in accordance with the Recreation Leave clause of the Conditions Award.
- 13.4 At least two consecutive weeks of recreation leave shall be taken every 12 months, as specified by in the Recreation Leave clause of the Conditions Award except by written agreement with the Division Head or delegate in special circumstances.
- 13.5 Permanent part-time officers shall be entitled to pro rata recreation leave calculated in accordance with the proportion of full time officers' hours they work.

14. Annual Leave Loading

- 14.1 Annual Leave loading payable to officers under this Award shall be paid in accordance with the provisions of the Annual Leave Loading clause of the Conditions Award.

15. Allowance for Temporary Assignment

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher role covered by this Award from time to time (provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher role) shall be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position covered by this Award.
- 15.2 This allowance for temporary assignment shall be paid on a daily basis.
- 15.3 A Senior Assistant Superintendent or Assistant Superintendent who is required to perform duties and exercise delegations of a higher role under the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Communities and Justice - Corrective Services NSW) Award 2009 shall be paid a higher duties allowance to the higher role on a daily basis when such work is performed.

16. Performance Agreement

- 16.1 All officers shall enter into a performance agreement with CSNSW.
- 16.2 Performance agreements will be reviewed every 12 months by the General Manager. Officers who have not met the targets in a performance agreement shall be counselled by the General Manager with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development. An appeal may be made to the Division Head or delegate should an officer disagree with a review.

- 16.3 The parties recognise that the Division Head or delegate, as part of a developmental program, may transfer an officer. The purpose of such a transfer is to assist an officer in his or her work performance and self-development and shall be arranged in consultation with the officer.

17. Permanent Part-Time

- 17.1 CSNSW is committed to providing permanent part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- 17.2 Part-time work arrangements shall be acceptable to both CSNSW and the officer and shall be in accordance with the provisions of the *Industrial Relations Act* 1996 and the Flexible Work Practices Policy and Guidelines issues by the then Public Employment Office in October 1995.

18. Professional Conduct

- 18.1 Corporate Plan: Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives expressed in the CSNSW's Corporate Plan.
- 18.2 Conduct of duties: Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with Department of Justice Code of Ethics and Conduct Policy in the performance of their duties. All officers shall be professional in their conduct with the public, other staff and inmates.
- 18.3 Dress-Manual: Officers shall comply with the requirements of CSNSW's Dress-Manual, shall ensure their dress and grooming is of the highest standard and shall wear and display CSNSW name tags. Officers are responsible for ensuring that all staff under their supervision comply with CSNSW's Dress-Manual.
- 18.4 Case Management: Officers shall have a thorough knowledge of and practice of the management of Case Management Principles, as defined by departmental policy and procedures, and shall diligently perform the duties required to implement them. All officers shall participate in the oversight and implementation of Case Management.

19. Equality of Employment and Elimination of Discrimination

- 19.1 The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

20. Harassment Free Workplace

- 20.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassment is any repeated uninvited or unwelcome behaviour directed at another person. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 20.2 Harassment is any repeated uninvited or unwelcome behaviour directed at another person. The effect of harassment is to offend, annoy or intimidate another person and to make the workplace uncomfortable and unpleasant.
- 20.3 Harassment on any grounds including, but not limited to, sex, race, marital status, physical impairment, sexual preference, HIV/AIDS or age shall not be condoned by CSNSW or the Association.
- 20.4 Officers at all levels shall prevent all forms of harassment by setting personal examples, by ensuring proper standards of conduct are maintained in the workplace and by taking immediate and appropriate measures to stop any form of harassment of which they may be aware.
- 20.5 All officers are required to refrain from perpetuating, or being party to, any form of harassment.
- 20.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the relevant legislation.

21. Anti-Discrimination

- 21.1 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.
- 21.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award, the parties have an obligation to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3 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.
- 21.4 Nothing in this clause is to be taken to affect:
- 21.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 21.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
 - 21.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - 21.4.4 A party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 21.5 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. Work Health and Safety

- 22.1 At all times officers shall comply with the *Work Health and Safety Act 2011* and associated Regulations.
- 22.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- 22.2.1 Implementation of appropriate health and safety procedures;
 - 22.2.2 Appropriate management and risk assessment practices;
 - 22.2.3 The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare;
 - 22.2.4 Management and officer participation on Health and Safety Committees.
- 22.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the *Work Health and Safety Act 2011* and associated Regulations.

23. Flexible Working and Operational Arrangements

- 23.1 The parties to this Award are committed to introducing greater flexibility in working arrangements, wherever practicable. This includes part-time work, job sharing, part-time leave without pay, career break scheme, part year employment and variable leave employment as contained in the Flexible Work Practices Policy and Guidelines issues by the then Public Employment Office in October 1995.
- 23.2 Community Consultative Committee: A Community Consultative Committee shall be established at each correctional centre. This committee shall meet on a regular basis and shall comprise representatives from all appropriate groups.

- 23.3 Local Management Board: A Local Management Board shall be established at each correctional centre covered by this Award to provide advice regarding the operation and routines of each correctional centre. Elected representatives of the Vocational Branches of the Association, including the Commissioned Officers Vocational Branch where represented, and representatives from Community Offender Services shall be allocated positions on Local Management Boards.
- 23.4 Directed duties: The parties recognise that the nature of the correctional environment may present emergent situations or that unforeseen circumstances may alter the usual operation of a correctional centre on a short-term basis. In these circumstances, an officer may be directed to carry out such duties as are reasonably within the limits of the officer's skill, competence and training.
- 23.5 Any direction made pursuant to this clause shall be consistent with the Centre's security requirements, as assessed by the General Manager or most senior officer available at that time, and CSNSW's obligation to provide a safe and healthy work environment.

24. Deduction of Association Membership Fees

- 24.1 The Association shall provide CSNSW with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association rules.
- 24.2 The Association shall advise CSNSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of the Association fortnightly membership fees payable shall be provided to CSNSW at least 28 days in advance of the variation taking effect.
- 24.3 Subject to subclauses 24.1 and 24.2 of this clause, CSNSW shall deduct the Association's fortnightly membership fees from the salary of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deduction.
- 24.4 Monies so deducted from the officer's salary shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to officer's membership accounts.
- 24.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership fees shall be deducted by CSNSW on a fortnightly basis.

25. Grievance and Dispute Resolution Procedures

- 25.1 The aim of this procedure is to ensure that industrial and officer grievances or disputes are prevented, or resolved as quickly as possible, at the lowest level in the workplace.
- 25.2 Grievances shall be handled in accordance with CSNSW's Grievance Management Policy and Guidelines. A grievance may be defined as:

A statement or approach by an officer to a supervisor on a work related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, disability, sexual preference or age; or
 - (b) interpersonal conflict at work, including supervisor, officer and co-worker conflicts; or
 - (c) unfair allocation of development opportunities; or
 - (d) lack of communication of work-related information; or
 - (e) a difficulty concerning the interpretation or application of CSNSW's policy or procedure.
- 25.3 Where a matter does not fall within the definition of a grievance it shall be regarded as a dispute. A dispute may be defined as:

An issue in relation to any matter contemplated by this Award and related to its application, operation or interpretation.

25.4 The parties to this Award are committed to following the steps set out below and shall continue to work normally as these procedures are being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with these procedures.

25.5 A dispute shall be dealt with in accordance with the following procedures:

Step 1: The dispute is discussed between the officer(s) and the relevant supervisor. If the dispute remains unresolved, follow Step 2.

Step 2: The dispute is discussed between the officer(s), the Association's delegate or officer's nominated representative and the supervisor. If the dispute remains unresolved follow Step 3.

Step 3: The dispute is discussed between the next higher level of management and representatives from Industrial Relations, and the Association delegate and/or an Association official or officer's nominated representative. If the dispute remains unresolved, follow Step 4.

Step 4: The dispute is discussed between the most senior representatives of CSNSW and the relevant Association officials and/or officer's nominated representative. If the dispute remains unresolved, follow Step 5.

Step 5: The dispute is discussed with the Division Head and the relevant Association officials and/or officer's nominated representative.

Step 6: The matter may be referred by either party to the Industrial Relations Commission to exercise its functions under the NSW *Industrial Relations Act 1996*, provided the matter is not a claim for general increases in salary or conditions of employment contained in this Award.

Each of the steps will be followed within a reasonable time frame having regard for the nature of the grievance or dispute.

26. No Further Claims

26.1 Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2016 by a party to this Award

27. Savings of Rights

27.1 Should there be a variation to the Crown Employees (Public Sector Salaries - 2019) Award, or to an award replacing it, during the term of this award, by way of a general salary increase, this Award shall be varied to give effect to any such increase.

28. Area, Incidence and Duration

29.1 This Award shall apply to all officers as defined in clause 10, Ranking Structure of this Award.

29.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Justice - Corrective Services NSW) Award 2009 published 21 October 2016 (380 I.G. 1441), as varied.

29.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the

Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 29 August 2019.

- 29.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.
- 29.5 Changes made to this award subsequent to it first being published on 28 August 2009 (368 I.G. 1508) have been incorporated into this award as part of the review.

PART B

Schedule 1 - Annualised Salary Package

1.1 Remuneration: Commissioned Correctional Officers

Title	Annualised Salary from the first full pay period on or after 1 July 2019 \$
Senior Assistant Superintendent 7 day or any 5/7 days	129,366
Assistant Superintendent 7 day or any 5/7 days	121,092
Senior Assistant Superintendent 5 day	122,290
Assistant Superintendent 5 day	114,014

1.2 Remuneration: Commissioned Industries Officers

Title	Annualised Salary from the first full pay period on or after 1 July 2019 \$	
Regional Business Manager 5 day	Yr 1	137,384
	Yr 2	140,914
	Yr 3	146,963
	Yr 4	152,394
Operations Manager	146,198	
Manager of Industries Level 1 - 5 day	134,902	
Manager of Industries Level 2 - Any 5 of 7 days	135,469	
Manager Centre Services & Employment Manager of Industries level 2 5 day	128,389	
Manager Business Unit any 5/7 days	129,366	
Manager Business Unit 5 day	122,290	

- 1.3 The salaries in clause 1.1 and 1.2 above are annualised. All incidents of employment except as otherwise expressly contained in this Award are included within the annualised salary.

Schedule 2 - Other Allowances

2.1	Hosiery	\$240.00 per annum	subclause 11.2
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P. M. KITE, *Chief Commissioner*

CROWN EMPLOYEES (TRADES ASSISTANTS) AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135324 of 2019)

Before Chief Commissioner Kite

22 August 2019

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

Clause No.	Subject Matter
1.	Hours - Day Workers
2.	Wages
3.	Mixed Functions
4.	Special Rates
5.	Overtime
6.	Shiftwork
7.	Holidays and Sunday Work
8.	Payment of Wages
9.	Contract of Employment
10.	Distant Work
11.	Special Conditions
12.	Hygiene and Safety First-Aid Outfit
13.	Conveniences
14.	Damage to Clothing or Tools
15.	Special Clothing
16.	Excess Fares and Travelling Time
17.	Expense Related Allowances
18.	Exhibition of Award
19.	Dispute Resolution Procedures
20.	Family and Community Service/Personal Carer's Leave
20A.	Leave for Matters Arising from Domestic Violence
21.	Parental Leave
21A.	Lactation Breaks
22.	Anti-Discrimination
23.	Picnic Day
24.	General Leave Conditions and Accident Pay
25.	Union Delegate
26.	Deduction of Union Membership Fees
27.	Secure Employment
28.	Area, Incidence and Duration

PART B**MONETARY RATES**

Table 1 - Wages

Table 2 - Other Rates and Allowances

PART A

1. Hours - Day Workers

- 1.1 Except as provided elsewhere in this Award the ordinary working hours shall be thirty-eight per week and shall be worked in accordance with the following provisions for a four-week work cycle.
- 1.2 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 a.m. and 6.00 p.m. Employees shall be credited with 0.4 of one hour on each day worked. This time will accrue as an entitlement to take the fourth Monday in each cycle as a day off with pay.
- 1.3 By agreement in writing between the employer and the employee(s) an alternate day may be substituted for the fourth Monday. All provisions of the relevant award will apply to the alternate day off.
- 1.4 Where the fourth Monday or agreed rostered day off falls on a public holiday, 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.
- 1.5 Each day of paid, sick or recreation leave taken and any public holidays occurring during any cycle of four weeks shall be regarded as a day worked for accrual purposes.
- 1.6 Where an employee has not worked a complete 4 week cycle, they shall be entitled to pro-rata accrued entitlements towards a rostered day off for each day (or fraction thereof) worked or regarded as worked in the cycle. This provision will also apply to their entitlements on termination of employment.
- 1.7 In addition to their accrued entitlements, employees shall be paid at the rates for Saturday work as provided in Clause 5, Overtime, if required by the employer to work on an accrued rostered day off. The requirement to work shall apply in circumstances where it is necessary to enable other workers to be employed productively, or to carry out maintenance outside ordinary working hours, or for any other reasons arising from unforeseen delays and/or emergency circumstances on a project.
- 1.8 Where an employee works on their rostered day off in accordance with subclause 1.8, the employee may elect, where practicable, to have another day off in substitution before the end of the succeeding work cycle. In such a case the accrued entitlements are transferred to the substituted day off.
- 1.9 A paid rest period of ten minutes shall be provided between 9 a.m. and 11 a.m. or at such earlier time as may be mutually agreed upon. Employees will be allowed a tea break during the afternoon period at a time to be arranged by the employer. The taking of the tea break shall not involve a complete stoppage of work. Where the majority of employees on a particular site are covered by awards other than this award, the conditions for the taking of morning and afternoon rest breaks that apply to the majority shall be observed by mutual agreement.

2. Wages

The ordinary rates of pay for employees under this award shall be as set out in Table 1 of Part B of this award. These rates will be adjusted in accordance with variations of the Crown Employees (Public Sector – Salaries 2019) Award or any replacement award.

3. Mixed Functions

Where an employee is engaged for more than two hours daily or per shift on temporary assignment, they shall be entitled to an allowance or rate allowance for the whole of such day or shift. If the temporary assignment is undertaken for two hours or less during one day, payment at the higher rate shall apply only to hours worked.

4. Special Rates

In addition to the wages prescribed in clause 2 Wages, the following special rates and allowances shall be paid to employees, and will be adjusted in accordance with variations of the Crown Employees (Public Sector – Salaries 2019) Award or any replacement award:

- 4.1 Cold Places - Employees working in places where the temperature is reduced by artificial means to less than 0 degrees Celsius shall be paid the allowance rate specified in Item 1 of Part B, Table 2. Where such work continues for more than two hours, employees shall be entitled to twenty minutes rest after every two hours work without loss of pay.
- 4.2 Confined Spaces - Employees required to work in a confined space shall be paid the allowance rate specified in Item 2 of Part B, Table 2. Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.
- 4.3 Dirty Work - Work which is considered by both a supervisor and worker to be of a dirty or offensive nature by comparison with the work normally encountered in the trade concerned, and for which no other special rates are prescribed, shall be paid for by the allowance rate specified in Item 3 of Part B, Table 2.

In the case of disagreement between the supervisor and worker the latter shall be entitled within twelve hours to ask for a decision on their claim by the employer, industrial officer, manager, superintendent or engineer. A decision shall be given on the worker's claim within twenty-four hours of its being asked for (unless the time expires on a non-working day, in which case it shall be given on the next working day) or else the said rate shall be paid. In any case where the union is dissatisfied with the decision of the employer, industrial officer, manager, superintendent or engineer, it shall have the right to bring such case before the Industrial Relations Commission of New South Wales.

- 4.4 Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance rates specified in Item 4 of Part B, Table 2. Height shall be calculated from where it is necessary for the employee to place their hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, even though temporary, is sufficient to protect an employee from falling any further distance. Water level means in tidal waters mean water level. This subclause shall not apply to employees working on a suitable scaffold erected in accordance with the Work Health and Safety Regulation 2011.
- 4.5 Hot Places - Employees working in the shade in places where the temperature is raised by artificial means to between 46 degrees and 54 degrees Celsius shall be paid the allowance rate specified in Item 5 of Part B, Table 2. In places where the temperature exceeds 54 degrees Celsius, such employees shall be paid the allowance rate specified in Item 5 of Part B, Table 2.

Where work continues for more than two hours in temperatures exceeding 54 degrees Celsius, employees shall also be entitled to twenty minutes' rest after every two hours' work, without deduction of pay. The work supervisor will decide as to the temperature level, after consultation with the employees who claim the extra rate.

- 4.6 Insulation Material - An employee working in any room or similar area or in any confined (unventilated) space where pumice or other recognised insulating material of a like nature is being used in insulating work, shall be paid the allowance rate specified in Item 6 of Part B, Table 2. If the insulating material is silicate, they shall be paid an extra hourly amount also set out in Item 6. This additional allowance shall apply whether the employee is actually handling such material or not, if the insulating material includes granulated cork. The allowance will not be paid for the handling of corkboard or materials contained in unbroken packages.
- 4.7 Smoke-boxes, etc - Employees working on repairs to smoke-boxes, furnace or flues of boilers shall be paid an hourly allowance. An employee engaged on repairs to oil fired boilers, including the casings, uptakes and funnels, or flues and smoke stacks, shall, while also working inside such boiler, be entitled to a further allowance. The rates for both allowances are specified in Item 7 of Part B, Table 2.

4.8 Wet Places -

- (i) An employee working in any place where water is continually dripping on the employee, or where there is water underfoot so that clothing and boots become wet, shall be paid the allowance rate specified in Item 8 of Part B, Table 2. This extra rate is not payable where an employee is provided with suitable and effective protective clothing and/or footwear. An employee who becomes entitled to this extra rate shall be paid at that rate for any part of the day or shift that they are required to work in wet clothing or wet boots.
- (ii) An employee who is called upon to work on a raft or open boat, or on a punt or pontoon having a freeboard of 305 mm or less shall be entitled to the allowance rate specified in Item 9 of Part B, Table 2.
- (iii) An employee called upon to work knee-deep in mud or water, shall be paid at the rate of the allowance rate specified in Item 10 of Part B, Table 2. This subclause shall not apply to an employee who is provided with suitable protective clothing and/or footwear.

4.9 Acid Furnaces, Stills, etc. - A bricklayer required to work on the construction or repairs to acid furnaces, acid stills, acid towers and all other acid resisting brickwork, shall be paid the allowance rate specified in Item 11 of Part B, Table 2.

4.10 Towers Allowance - An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over fifteen metres in height shall be paid the allowance rate specified in Item 12 of Part B, Table 2, for all work above fifteen metres.

4.11 Depth Money - An employee working in tunnels, cylinders, caissons, coffer dams and sewer work, and in underground shafts exceeding 3 metres in depth shall be paid the allowance rate specified in Item 13 of Part B, Table 2.

4.12 Swing Scaffolds - The allowance rate specified in Item 14 of Part B, Table 2, for the first four hours or any portion thereof, and for each hour thereafter on any day shall be made to any persons employed:

- (i) on any type of swing scaffold or any scaffold suspended by rope or cable, bosun's chair, etc.
- (ii) on a suspended scaffold requiring the use of steel or iron hooks or angle irons at a height of 6 metres or more above the nearest horizontal plane.

Solid plasterers when working off a swing scaffold shall receive an additional hourly payment as set out in Item 14 of Part B, Table 2.

An employee shall not be required to raise or lower a swing scaffold by themselves.

4.13 Septic Tanks - If an employee is required to work in a septic tank in operation he/she shall be paid an additional amount set out in Item 15 of Part B, Table 2 per day or part of a day.

4.14 Extra Rate Not Cumulative - When more than one of the above rates provide payment for disabilities of substantially the same nature, then only the highest of such rates shall be payable.

4.15 Rates Not Subject To Penalty Provisions - The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty conditions.

4.16 Explosive Powered Tools - Employees required to use explosive powered tools shall be paid the allowance rate specified in Item 16 of Part B, Table 2.

4.17 Distant Places -

- (i) All employees working in districts west and north of and excluding:

- (a) State Highway No. 17 from Tocumwal to Gilgandra;
- (b) State Highway No. 11 from Gilgandra to Tamworth;
- (c) Trunk Road No. 63 to Yetman and State Highway No. 16 to Boggabilla up to the Western Division boundary and excluding the municipalities through which the road passes.

shall be paid the allowance rate specified in Item 17 of Part B, Table 2.

- (ii) All employees working the in Western Division of the State shall be paid the allowance rate specified in Item 17 of Part B, Table 2.
- (iii) All employees working within the area bounded by and inclusive of:
 - (a) Snowy River from the New South Wales border to Dalgety, then by road directly from Dalgety to Berridale;
 - (b) on the Snowy Mountain Highway at Adaminaby to Blowering;
 - (c) from Blowering southwest to Welaregang and on the Murray River;
 - (d) in a south-easterly direction along the New South Wales border to the point of commencement.

shall be paid the allowance rate specified in Item 17 of Part B, Table 2 extra per day or part thereof.

4.18 Applying Obnoxious Substances -

- (i) An employee engaged in either the preparation and/or the application of epoxy based materials or materials of a like nature shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (ii) In addition, employees applying such material in buildings, which are normally air-conditioned, shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (iii) Where there is an absence of adequate natural ventilation, the employer shall provide ventilation by artificial means and/or supply an approved type of respirator. In addition, protective clothing shall be supplied where recommended by the NSW Department of Health.
- (iv) Employees working in close proximity to employees so engaged shall be paid the allowance rate specified in Item 18 of Part B, Table 2.
- (v) For the purpose of this clause, all materials which include or require the addition of a catalyst hardener and reactive additives or two pack catalyst system shall be deemed to be materials of a like nature.

4.19 Foundry Allowance - Employees, whilst employed in a foundry, shall be paid an allowance as set in item 19 of Part B, Table 2, for each hour worked to compensate for all disagreeable features associated with foundry work. This includes heat, fumes, atmospheric conditions, sparks, dampness, confined spaces and noise. The allowance herein prescribed shall be in lieu of any payment otherwise due under this clause.

4.20 Asbestos Eradication -

This subclause shall apply to employees engaged in the process of asbestos eradication on the performance of work within the scope of this award.

Asbestos eradication is defined as work on or about building, involving the removal or any other method of neutralisation of any materials that consist of, or contain asbestos.

All aspects of asbestos eradication work shall be conducted in accordance with the Work Health and Safety Regulation 2011.

In addition to the rates prescribed in this Award an employee engaged in asbestos eradication (as defined) shall receive the allowance rate specified in Item 20 of Part B, Table 2. This is in lieu of special rates as prescribed in Clause 4 Special Rates, with the exception of subclauses 4.1 cold places; 4.5 hot places; 4.12 swinging scaffolds.

Other Conditions - The conditions of employment rates and allowances, except so far as they are otherwise specified in this subclause shall be the conditions of employment, rates and allowances of the award as varied from time to time.

5. Overtime

5.1 Overtime shall be payable for all time worked outside the ordinary hours prescribed in Clause 1, Hours - Day Workers, for any one day, including accrued time. The rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in this subclause or subclause 5.2 of this clause, in computing overtime each day's work shall stand alone.

5.2 Rest Period after Overtime: Following completion of overtime, an employee shall either:

- (i) Be released from resuming ordinary duty for a period of 10 consecutive hours. This number of hours does not include time spent travelling; or,
- (ii) If required to resume or continue working without having had a break of 10 consecutive hours, excluding travel, shall be paid at the rate of double time until such a break is given. This break shall be granted without loss of pay for ordinary working time occurring during such absence.
- (iii) In the case of shift workers, the provisions of this subclause shall apply as if eight hours were substituted for ten hours when overtime is worked:
 - (a) for the purpose of changing shift rosters; or
 - (b) 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
 - (c) where a shift is worked by arrangement between the employees themselves.

5.3 Call Back -

- (i) An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at the appropriate rate for each time recalled. In the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed within a shorter period. This subclause does not apply:
 - (a) in cases where it is customary for an employee to return to the employer's premises to perform a specific job outside their ordinary working hours; or
 - (b) where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (ii) Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of subclause 5.2 of this clause, where the actual time worked is less than three hours on such recall or on each of such recalls.

- (iii) If an employee is required to work in excess of four hours, he/she shall be paid a meal allowance specified in Item 21 of Part B, Table 2 and allowed a crib time of 20 minutes without deduction of pay at the end of each four hours' work, provided work is to continue after the said period of four hours.

5.4 Saturday Work - Five Day Week -

A day worker on a five-day week who is required to work on a Saturday shall be paid for not less than four hours' work, except where such overtime is continuous with overtime commenced the previous day. All work performed in the afternoon shall be paid for at double time rates. Tea Breaks shall be allowed in accordance with subclause 1.10 of Clause 1, Hours - Day Workers.

5.5 Standing By -

An employee required to hold themselves in readiness to work after ordinary hours shall, until released, be paid standing-by time at ordinary rates from the time they are advised of the requirement to stand by. This is subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back.

5.6 Meal Hours - General -

Except as provided in subclause 5.7, Meal Hours - Maintenance Employees, Concrete Pours etc., double time rates shall be paid for work done during meal hours and thereafter until a meal break is allowed. An employee shall not be compelled to work for more than six hours without a break for a meal.

5.7 Meal Hours - Maintenance Employees, Concrete Pours, etc. -

- (i) Where breakdowns of plant occur or routine maintenance of plant can only be done while such plant is idle, an employee employed as a regular maintenance person shall, whenever instructed to do so, work during meal breaks at the ordinary rates prescribed herein. This shall be subject to the provisions of subclause 5.6.
- (ii) Where, for special reasons, it is necessary to alter the time of the recognised meal hours for the purpose of finishing the pouring of concrete, hot mix, etc. or where work is affected by tides, the employer may alter the lunch break either forward or backward by one hour.

5.8 Tea Money -

Tea Money - An employee required to work overtime shall be paid the amount set out in item 21 of Part B, Table 2 for Meal Allowance after one and a half hours overtime. A further payment as set out in item 21 of Part B, Table 2 for Meal Allowance Each Subsequent Meal shall be made after a further two and a half hours overtime (i.e., after four hours in total) and then for each subsequent period of four hours overtime. Such payment need not be made to employees living in the same locality as their place of work who can reasonably return home for meals.

5.9 Transport of Employees -

An employer shall provide transport for an employee where he/she finishes overtime work or a shift not part of their regular roster at a time when reasonable means of transport are not available. If transport is not provided the employee shall be paid at their current rate for the time reasonably occupied in reaching their home. This subclause shall not apply to an employee who uses their own vehicle to travel to and from their place of work.

5.10 Compulsory Overtime -

- (i) An employer may direct any employee to work reasonable overtime at overtime rates provided it is reasonable for the employee to be required to do so. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee

working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:

- (a) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements,
- (b) any risk to employee'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 by the employer regarding the working of the overtime, and by the employee of their intention to refuse overtime, or
- (e) any other relevant matter.

5.11 Cribs -

- (i) 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. For the purposes of this paragraph "normal ceasing time" is at the end of ordinary hours inclusive of time worked for accrual purposes as prescribed in Clause 1, Hours, Day Workers and Clause 6, Shiftwork.
- (ii) 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 pm without loss of pay.

5.12 Limitation of Overtime -

No employee, including a night shift worker, shall work for more than 16 hours overtime in any week excepting in the case of extreme urgency such as urgent repairs or delay causing unemployment.

6. Shift Work

6.1 Definitions - For the purpose of this clause:

"Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.

"Continuous Work" means work carried on with consecutive shifts of employees throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.

"Rostered Shift", means a shift of which the employee concerned has had at least forty-eight hours' notice.

6.2 Hours - General -

- (i) Employees on shift work shall accrue 0.4 of an hour for each eight-hour shift worked to allow one complete shift to be taken off as a paid shift for every 20-shift cycle. This 20th shift shall be paid for at the appropriate shift rate as prescribed by this clause.
- (ii) Paid leave taken during any cycle of four weeks and public holidays as prescribed by Clause 7, Holidays and Sunday Work, shall be regarded as shifts worked for accrual purposes.

- (iii) Except as provided above, employees not working a complete four week cycle shall be paid accrued pro-rata accrued entitlements for each shift worked on the programmed shift off, or in the case of termination of employment, on termination.
- (iv) The employer and employees shall agree in writing upon arrangements for rostered paid days off during the 20 day cycle or for accumulation of accrued days to be taken at or before the end of the particular contract. This accumulation shall be limited to no more than 5 days before they are taken as paid days off. When taken, the days shall be regarded as days worked for accrual purposes in the particular 20-shift cycle.
- (v) Where an employer, for emergency reasons requires an employee to work on their rostered day off, the terms and conditions prescribed in subclauses 1.8 and 1.9 of Clause 1 Hours - Day Workers, shall apply.

6.3 Hours - Continuous Work Shifts - This subclause shall apply to shift workers on continuous work -

- (i) The ordinary hours of such shift workers shall not exceed -
 - (a) eight in any one day; nor
 - (b) forty-eight in any one week; nor
 - (c) eighty-eight in fourteen consecutive days; nor
 - (d) one hundred and fifty two in twenty-eight consecutive days.
- (ii) Subject to the following conditions such shift workers shall work at such times as the employer may require:
 - (a) a shift shall consist of not more than eight hours, inclusive of crib time;
 - (b) except at the regular changeover of shifts an employee shall not be required to work more than one shift in each twenty-four hours;
 - (c) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

6.4 Hours - Other than Continuous Work - This subclause shall apply to shift workers not on continuous work. The ordinary hours of such shift workers shall not exceed -

- (i) forty in any week to be worked in five shifts of eight hours Monday to Friday, inclusive; or
- (ii) eighty in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;
- (iii) one hundred and twenty-one consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

6.5 Rosters - Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

6.6 The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment.

Determined commencing and finishing times of shifts may be varied by agreement between the employer and the accredited representative of the Union to suit the circumstances of the establishment. In the absence of agreement, variation can occur by the employer giving seven days' notice of alteration to the employee.

- 6.7 Afternoon or Night Shift Allowances - Shift workers whilst on afternoon or night shifts shall be paid 15 per cent more than the ordinary rate for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights shall be paid at the rate of time and a half for the first three hours and double time thereafter.

An employee who:

- (i) during a period of engagement on shifts, works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the employee at least one-third of their working time off night shift in each shift cycle;

shall during such engagement, period or cycle be paid 30 per cent more than their ordinary rate for all time worked as ordinary working hours on such night shifts.

Notwithstanding anything elsewhere contained in this subclause, employees of the Department of Education who are required to work on an afternoon shift, as defined, on an intermittent basis of from one to five evenings in any week shall be paid 15 per cent more than the ordinary rates for such shift when the shift ceases not later than 9 pm. Where the shift ceases after 9 pm, the employee shall be paid 20 per cent more than the ordinary rates for such shift.

- 6.8 Saturdays - The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of subclause 6.7 of this clause.

- 6.9 Overtime - An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work in accordance with such requirement.

- 6.10 Sundays and Holidays -

- (i) Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a Sunday shall be paid at the rate of time and three-quarters. Shift workers on continuous shifts for work on a rostered shift the major portion of which is performed on a public holiday shall be paid at the rate of double time and one-half.
- (ii) Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 7, Holidays and Sunday Work. Where shifts commence between 11 pm and midnight on a Sunday or a holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate. The time worked by an employee on a shift commencing before midnight on a Saturday or preceding a holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Where the major portion of a shift falls on a holiday, that shift shall be regarded as the holiday shift.

7. Holidays and Sunday Work

- 7.1 Employees shall be entitled to the following public holidays without loss of pay: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac

Day, Christmas Day, Boxing Day, and all other gazetted holidays proclaimed to operate throughout the State.

- 7.2 Except as provided in subclause 6.10 Sundays and Holidays of Clause 6, Shift Work, of this award, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays, such double time to continue until relieved from duty, and double time and one half for work done on public holidays, such double time and one half to continue until relieved from duty.
- 7.3 An employee not engaged on continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until they have had ten consecutive hours off duty. The 10 hour break shall be without deduction of pay for ordinary time of duty occurring during such absence.
- 7.4 An employee, other than on shift, who attends for work as required on a Sunday or public holiday shall be paid for not less than four hours' work.
- 7.5 Where an employee is absent from his or her 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 for such holiday.

Where public holidays fall on successive days an employee who works on either the day preceding or succeeding the holiday, but not on both, shall be entitled to payment for the holiday closest to the said day. No payment shall be made if the employee has ceased work without permission on either of the said days.

- 7.6 Where an employee, other than a shift worker, is required to work after 12 noon on a Sunday or holiday, he/she shall be allowed a meal break of 30 minutes between 12 noon and 1 pm for a crib without loss of pay.
- 7.7 The provisions of subclause 1.10 of clause 1, Hours - Day Workers, of this award, shall apply to employees working on Sundays and Holidays.

8. Payment of Wages

- 8.1 Wages shall be paid fortnightly. For the purpose of any increase to the wages, the wages shall be made up on a weekly basis.
- 8.2 Wages shall be paid into a bank or other account, except in isolated areas where payment will be made by cheque.
- 8.3 The employer shall not keep more than 3 days pay in hand.
- 8.4 Upon termination of employment wages shall be paid according to the usual method no later than the next working day. Where an employee is summarily dismissed as provided for in Clause 9, Contract of Employment, the employer shall provide all monetary entitlements within 48 hours according to the usual method of payment.

9. Contract of Employment

- 9.1 Weekly Employment - Except as otherwise provided, employment shall be by the week.
- 9.2 Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct. In such cases the wages shall be paid up to the time of dismissal only.
Where an employee has given or been given notice, employment is continued until the date of the expiration of such notice, except by agreement between the parties.

An employee who has given or been given notice in line with this subclause must provide a reasonable explanation for any absences during the period of notice. Proof of the reason for such absence must be provided by the employee. If no proof is provided, the employee shall be deemed to have abandoned their employment, and shall not be entitled to payment for work done within the period of notice.

- 9.3 Payment shall be deducted for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work that the employer cannot reasonably be held responsible for. This is not including time lost for wet weather.
- 9.4 An employee (other than an employee who has given or received notice in accordance with subclause 9.2) not attending for duty shall, except as provided by clause 7, Holidays and Sunday Work, receive no payment for the actual time of such non-attendance.
- 9.5 During the first week of employment, an employee's services may be terminated by the giving of one hour's notice on either side.
- 9.6 Late Comers: Notwithstanding anything elsewhere contained in this award, employees who report for duty after their appointed starting time or stop work before their appointed finishing time may have their wages adjusted by a fraction or decimal proportion of an hour (not exceeding a quarter of an hour). This subclause does not apply where an employee has a legitimate reason for coming late or leaving early and promptly advises the employer of such.

An employer who adopts a proportion for the aforesaid purposes shall apply the same proportion for the calculation of overtime.

10. Distant Work

- 10.1 Distant work is defined as work that requires employees to live away from their usual place of residence. An applicant for a position involving distant work shall provide the employer with a statement in writing of their usual place of residence. If the employee, whilst employed on distant work changes their usual place of residence one or more times, determination of whether the work can still be defined as distant work is based on the location of the new place of residence. The employee must inform the employer in writing of any change to their usual place of residence.

This clause will not apply to an employee who, after four weeks employment is appointed to work as a regular employee at a permanent workshop, while they are employed at such a workshop.

- 10.2 An employee who is engaged on distant work shall be transported, with tools, to and from the work location once per day at the employer's expense. If the employee is called back to the work site after finishing their daily duties, they again shall be transported to and fro at the employer's expense for each occurrence.
- 10.3 Return fares and travelling time need not be paid to an employee who:
- (i) leaves their employment of their own free will; or
 - (ii) is discharged for misconduct
- before completion of three months employment or before the job is completed, whichever occurs first; or is discharged for incompetence within one week of engagement.
- 10.4 Time occupied in travelling to and from distant work shall be paid for at ordinary rates. No employee shall be paid more than an ordinary day's wages for any day spent in travelling unless they are on the same day occupied in working for an employer. An allowance to cover any expenses incurred in reaching home and for transporting tools is set out in Item 22 of Part B, Table 2.
- 10.5 On distant work reasonable board and lodging shall be provided by the employer or a weekly (7 day) allowance as set out in Item 23 of Part B, Table 2. This allowance shall not be wages. In the case of broken parts of the week occurring at the beginning or the end of a period of distant work, the allowance

shall be all living expenses actually and reasonably incurred but not exceeding the amount as set out in Item 23 of Part B, Table 2.

- 10.6 Reasonable board and lodging shall mean lodging in a well-kept establishment with adequate furnishing, good bedding and floor coverings, good lighting and heating with hot and cold running water, in either a single room or twin room if a single room is not available.
- 10.7 Where an employee is required to camp either by direction of the employer or because no reasonable transport facilities are available for the employee to proceed to and from their home each day, subclauses 10.5 and 10.6 of this clause shall not apply.

For such employees, the employer shall provide a camp with accommodation in single cubicles, not less than 14 cubic metres in size. Each cubicle shall be fitted with a bed with mattress. Each cubicle shall have a timber floor covering, be fitted with a door and a moveable window of reasonable size, with wire screen covering. The cubicle shall be furnished with a table or suitable substitute, a seat and a wardrobe. Each cubicle shall be ceiled and lined and artificial lighting provided. If reasonably required, the employer shall provide a suitable heating appliance for each cubicle.

Provision shall be made in the camp for suitable washing facilities; including hot and cold showers, provided that an adequate water supply is available. Employees shall also be provided with sufficient facilities to wash their clothes. Sanitary conveniences shall be adequate, sewered where reasonably practicable and situated within reasonable distance from the living quarters. The conveniences shall have adequate access by properly lighted paths. Effluent from kitchen, laundry and showers should be dispersed in such a way as to avoid any health risk. A veranda shall be constructed in front of each room, except where corridor-type barracks are provided.

The employer shall provide an enclosed galley conforming to the requirements of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award, as varied from time to time, or by any award replacing the said award.

Where the circumstances so require, the employer may, as an alternative, provide caravans for employees. The caravans should contain as far as practicable, amenities at least equal to those specified above.

An employee who is required to camp has an entitlement to a daily allowance as specified in Item 24 of Part B, Table 2 for each day they remain in camp. The allowance is not paid for any working day the employee is absent from duty, except in such cases of sickness or for any reason beyond the employee's control.

Leave is reserved to the employers to apply in respect of the standards of accommodation under this subclause.

- 10.8 Employees who wish to return home for the weekends will be paid an allowance at the rate shown in Item 25 of Part B, Table 2 on each occasion they return home - provided they:
- (i) work as required during the ordinary working hours, and
 - (ii) work on the working day both before and after a weekend, and
 - (iii) notify the employer no later than the Tuesday of each week, and
 - (iv) return home for the weekend.
- Employees in receipt of this allowance will not be entitled to payment of the camping allowance prescribed in subclause 10.7, for the day or days on which they are absent.
- 10.9 This subclause shall not apply to an employee who is receiving the allowance rate specified in Item 23 of Part B, Table 2 in lieu of board and lodging being provided by the employer.

- 10.10 An employee shall be deemed to have returned home at the weekend only if this involves him/her in being absent from their accommodation for not less than half the hours between ceasing work in the one week and commencing work in the next week.
- 10.11 The provisions of this clause shall apply wherever the employee is engaged.
- 10.12 An employee on distant work may return home at a weekend after three months' continuous service and thereafter at three monthly intervals. The employee shall be paid any fares reasonably incurred in so travelling to their home and to the place of work. If the work upon which the employee is engaged will be completed within twenty-eight days after the expiration of any such period of three months, then the provisions of this subclause shall not apply.
- 10.13 The employer shall obtain and the applicant shall provide the employer with a statement in writing of their usual place of residence.
- 10.14 The employee shall inform the employer in writing, of any subsequent change in their usual place of residence.

11. Special Conditions

- 11.1 Employees engaged installing brine or ammonia pipes or repairs to same who have their clothing or boots destroyed or damaged shall be reimbursed the amount of damage sustained.
- 11.2 All rope and gear shall be of sound material, used or stored in such a way that it does not come in contact with sharp edges, acids or acid fumes. At all times the *Work Health and Safety Regulation 2011*, shall be complied with.
- 11.3 Employees working in battery room or like places where acids or caustic soda are stored or used shall be provided with gloves, overalls and rubber boots. These are to be periodically disinfected in accordance with the requirements of the Department of Health for disinfecting clothing, while in use and before being issued to another person.
- 11.4 The employer shall provide a suitable gas mask at the place of work when the employee is required to work on a live gas service.
- 11.5 X-ray - an employee working in an infectious area of a hospital or home shall be X-rayed at the employer's expense and in the employer's time after each six months or at the termination of their employment in such hospital or home, whichever is the sooner.

12. Hygiene and Safety First-Aid Outfit

- 12.1 The employer shall provide and maintain at the place of work an efficient first-aid kit and appliances in line with the provisions of the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2011*.
- 12.2 In the event of any accident happening to any employee whilst at work or going to or from work where the employee is so seriously injured that they cannot travel by their own means, the employer shall provide transport facilities free of charge to the nearest hospital or doctor.
- 12.3 At a place of work where fifty or more persons are employed, the employer shall provide a stretcher and, where practicable, include amongst the employees a qualified first-aid person. Where an employee is a qualified first-aid person and is employed to carry out the duties of a qualified first-aid person, he or she shall be paid an additional rate as set in Item 26 of Table 2, Part B.

13. Conveniences

- 13.1 The employer shall provide on each place of work sanitary conveniences in accordance with the requirements of the local health authority providing that such conveniences will at least measure up to the following minimum standard:

- (i) they shall be at least 1.066 metres wide and 1.371 metres long and 2.34 metres high internal measurement and shall have a hinge door capable of being fastened both inside and on the outside.
- (ii) the walls and roof and door shall be of weatherproof material and shall be so constructed as to ensure privacy.
- (iii) each convenience shall be provided with a suitable receptacle for, and an adequate supply of, deodorising or fly-repellent material, blue oil or kerosene or phenol. It shall also be provided with a means for disposing of sanitary items.
- (iv) a fly-proof cover and seat shall be provided should sewerage not be accessible or connected to the toilet or convenience.

The ratio of such accommodation shall be one convenience to eight employees or part of eight employees.

- 13.2 The employer shall provide at the place of work a suitable and secure weatherproof lock-up solely for the purpose of storing employees' tools. Where tools are stolen because no lock-up has been provided, the employee shall be compensated to the extent of their loss.
- 13.3 Where a total of fifteen tradespeople are working on site, whether employed under this award or otherwise, and the job has been or will be of two months' duration or longer, the employer shall provide for employees at the work site weatherproof accommodation for changing clothes. This accommodation shall be not less than .84 square metres to each employee.
- 13.4 At permanent places of work, the employer shall provide weather and dust proof accommodation for dressing, and lockers securely fixed with suitable locks, solely for the use of their employees.
- 13.5 At meal times and rest periods, boiling water shall be provided by the employer at a location that is reasonably accessible for employees.
- 13.6 The employer shall provide for employees an adequate supply of cool, clean drinking water.

14. Damage to Clothing Or Tools

An employee whose clothing is spoiled by acids or sulphur or other deleterious substance, due to the circumstances of their employment shall be recompensed by the employer to the extent of their loss.

15. Special Clothing

- 15.1 Where necessary, the employer shall provide overalls, boots, goggles, gloves and masks for the use of employees engaged on the classes of work covered by subclause 4.7, Smoke-boxes, etc., of clause 4 Special Rates.
- 15.2 If, in the course of employment, an employee is required to use muriatic acid they shall be provided with protective clothing.
- 15.3 The employer shall supply to employees rubber gloves when working on any sewerage or drainage work and protective clothing and goggles when engaged on welding work.
- 15.4 When working in cooling or freezing chambers where the temperature is below 4 degrees Celsius, painters shall be supplied with suitable boots and a clean blanket suit properly disinfected in accordance with the requirements of the New South Wales Department of Health.

16. Excess Fares and Travelling Time

- 16.1 An employee who is required by their employer to work at a job away from their accustomed workshop or depot shall report for work at that job at their usual starting time. For each day spent on such work,

employees will be entitled to be paid travelling time where the travel time and fares are in excess of those normally incurred in travelling to their customary workshop or depot.

- 16.2 The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays when it shall be time and one-half. The maximum travelling time to be paid for shall be twelve hours out of every twenty-four.

17. Expense Related Allowances

The Expense Related Allowances set out in Table 2, of Part B of this Award (i.e. Meal allowance, Distant work allowances, Camping allowance and Return home at weekend allowance) shall be adjusted in accordance with variations to the Crown Employees (Skilled Trades) Award or any replacement award.

18. Exhibition of Award

An up to date copy of this award shall be posted and kept posted by the employer in a prominent place on the employer's premises that is accessible to all employees.

19. Dispute Resolution Procedures

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following:

19.1 Procedure relating to a grievance of an individual employee:

- (i) The employee shall notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer to discuss the grievance and state the remedy sought.
- (ii) 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.
- (iii) Reasonable time limits must be allowed for discussion at each level of authority.
- (iv) At the conclusion of the discussion, the employer must provide a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (v) While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by the continuation of work in accordance with this subclause.
- (vi) The employer may be represented by an industrial organisation of employers and the employee may be represented by an industrial organisation of employees for the purpose of each procedure.

19.2 Procedure for a dispute between an employer and the employees:

- (i) A question, dispute or difficulty 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.
- (ii) Reasonable time limits must be allowed for discussion at each level of authority.

19.3 While a procedure is being followed, normal work must continue. No party shall be prejudiced as to the final settlement by continuation of work in accordance with this subclause.

19.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purpose of each procedure.

19.5 Should the matter still not be resolved within a reasonable time period, it may be referred to the Industrial Relations Commission of New South Wales by any of the parties.

20. Family and Community Service/Personal Carer's Leave

20.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

- (i) a spouse of the employee; or
- (ii) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial) parent (including a foster parent or 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 paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.

20.2 Family and Community Service Leave

- (i) The employer may grant family and community service leave to an employee:
 - (a) for reasons related to the family responsibilities of the employee, or
 - (b) for reasons related to the performance of community service by the employee, or
 - (c) in a case of pressing necessityFamily and Community Service Leave replaces Short leave.
- (ii) The maximum amount of family and community service leave on full pay that may be granted to an employee is:
 - (a) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or
 - (b) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
- (iii) Family and community service leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
- (iv) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete "per occasion" basis on the death of a person defined in subclause 20.1.

20.3 Use of sick leave to care for a sick dependant - general -

When family and community service leave, as outlined in subclause 20.2 is exhausted, the sick leave provisions under subclause 20.4 may be used by an employee to care for a sick dependant.

20.4 Use of sick leave to care for a sick dependant - entitlement -

- (i) The entitlement to use sick leave in accordance with this clause is subject to:
 - (a) the employee being responsible for the care and support of the person concerned, and
 - (b) the person concerned being as defined in subclause 20.1.
- (ii) An employee 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.
- (iii) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
- (iv) In special circumstances, the employer may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in subclause 20.4(iii).
- (v) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
- (vi) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
- (vii) Wherever practicable, the employee shall give the employer prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the employer beforehand, notification should be given by telephone at the first opportunity on the day of absence.
- (viii) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

20.5 For Department of Education employees assigned to work at TAFE premises, the provisions of TAFE Determination No. 1 of 1997 - Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Service Entitlements - Non-Teaching/Educational Staff shall apply.

20A Leave for Matters Arising from Domestic Violence

20A.1 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*;

20A.2 Leave entitlements provided for in clause 20, Family and Community Service/Personal Carer's Leave, may be used by an employee experiencing domestic violence;

20A.3 Where the leave entitlements referred to in sub clause 20A.2 are exhausted, the employer shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;

- 20A.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 20A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 20A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

21. Parental Leave

For employees covered by this award, the following provisions in respect of parental leave shall apply:

- 21.1 Employees engaged pursuant to the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, or any replacement award.
- 21.2 Employees engaged under Ministerial authority in Government and quasi-Government bodies shall be regulated by the Uniform Leave Conditions.
- 21.3 Employees of the Department of Education assigned to work at TAFE premises, the Department of Education policies in regard to parental leave.

21A. Lactation Breaks

- 21A.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 21A.2 A full time employee 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.
- 21A.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 21A.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- 21A.5 The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 21A.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 attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- 21A.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.
- 21A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave or access to flexible working hours or make up time in their workplace, where applicable.

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:
- (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.
- 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 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

23. Picnic Day

- 23.1 The first Monday in December of each year shall be the Union Picnic Day.
- 23.2 All employees shall, as far as practicable, be given and shall take this day as a picnic day at their ordinary rate of pay including accrual for a rostered day off. Any employee required to work on such day shall be paid at the rate of double time and one-half, for all time worked on such day, with a minimum payment for four hours work. An employee who is required to work on a picnic day and who fails to comply with such requirement shall not be entitled to payment for the day.
- 23.3 An employer may require from an employee evidence of attendance at the picnic. The production of the butt of a picnic ticket issued for the picnic shall be sufficient evidence of such attendance. Where the employer requests production of the ticket butt, payment need not be made unless the evidence is produced.
- 23.4 Where an employer holds a regular picnic for employees on some other working day during the year, then such day may be given and may be taken as a picnic day in lieu of the picnic day here fixed.

- 23.5 This clause shall apply to employees working within the Counties of Cumberland, Northumberland and Camden and in such other areas where a picnic is actually held and in respect of which one month's notice is given in writing by the Union to the employer.
- 23.6 In Departments to which the *Government Sector Employment Act 2013* applies, employees may take a day designated by their Department Head as a public service holiday during the period between Boxing Day and New Year's Day in lieu of the Picnic Day prescribed in this clause.

24. General Leave Conditions and Accident Pay

- 24.1 General leave conditions and accident pay of employees engaged by Government departments under the provisions of the *Government Sector Employment Act 2013* shall be bound by the Government Sector Employment Regulation 2014. For Department of Education employees assigned to work at TAFE premises, general leave conditions and accident pay will be regulated by Department of Education policies on these issues.
- 24.2 General leave conditions and accident pay of employees engaged under Ministerial authority in Government and quasi-government bodies shall be regulated by the Uniform Leave Conditions.

25. Union Delegate

An employee appointed union delegate in the shop or department in which he/she is employed shall, upon notification, be recognised by the employer as an accredited representative of the Union. The union delegate shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting the employees who are represented by the delegate.

26. Deduction of Union Membership Fees

- 26.1 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.
- 26.2 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.
- 26.3 Subject to 26.1 and 26.2 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.
- 26.4 Monies so deducted from employee's pay shall be forwarded regularly to the union together with the necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 26.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 26.6 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.

27. Secure Employment

- 27.1 Objective of this Clause

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

27.2 Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (iii) Any casual employee who has a right to elect under paragraph 27.2(i), upon receiving notice under paragraph 27.2(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 27.2(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 27.2(iii), 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 employer and the employee.
- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

(ix) Exemption

The abovementioned casual conversion clause will not apply to persons who:

- (a) perform work for the Public Service Departments as defined in Part 1of the *Government Sector Employment Act 2013*; or
- (b) have their conditions of employment regulated by the:
 - i. *Police Act 1990*;
 - ii. *Technical and Further Education Commission Act 1990*;
 - iii. *Casino Control Act 1992*;
 - iv. *Independent Commission Against Corruption Act 1988*.

27.3 Work Health and Safety

(i) 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.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace work health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate work 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.

(iii) Nothing in this subclause 27.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

27.4 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.

27.5 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 Services to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

28. Area, Incidence and Duration

- 28.1 This award shall apply to all employees of the classes specified in clause 2, Wages, of this award who are employed in agencies to which Schedule 1 Public Service agencies of the *Government Sector Employment Act 2013* applies, including Department of Education employees assigned to work at TAFE premises; or engaged under Ministerial authority in Government and quasi-government bodies. It shall not apply to those persons employed under the above provisions that are employed in Broken Hill.
- 28.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Trades Assistants) Award published 21 October 2016 (380 I.G 1494), as varied.
- 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 22 August 2019.
- 28.4 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 - Wages

Trades Assistants	Classification and Grades	1.7.19 Per week 2.50% \$
Blacksmith's striker		963.20
Cold saw operator		970.70
Driller (stationary machines)		963.20
Dresser and grinder (portable machines)		980.10
Dresser, shot blast or sand blast -		-
(a) who operates from outside a properly enclosed cabin		970.70
(b) other		1012.50
Dogman and/or crane chaser		980.10
Forger's assistant		963.20
Fork Lift Driver (TAFE)		1038.20
Assistant Furnaceperson		970.70
General assistant assisting tradespersons or employed in a metal and/or electrical workshop (TAFE)		963.20
General assistant, other (TAFE)		954.90
General assistant/tool storeperson assisting tradespersons or employed in a metal and or electrical workshop (less than 20 hpw toolstore duties) (TAFE)		980.10
General assistant/tool storeperson, other (less than 20hpw toolstore duties) (TAFE)		1012.00
Hammer driver		970.70
Heat treater operative		980.10
Machinist second class (Metal Trades)		1022.30
Operator of straight line oxy-acetylene Cutting machine		980.10
Pipe fitter		1022.30
Rigger and/or splicer (other than construction work)		1055.80

Rigger and/or splicer (construction work)	1075.50
Spray painter (ironwork) and/or brush hand	980.10
Tool and/or material storeman	1012.50
Tool Storeperson (Classroom only, TAFE)	1022.40
Trades assistant (Metal Trades)	963.20
Trades assistant (Electrical Trades)	989.30
Trades assistant	970.70
Cupola furnaceperson (foundries)	1022.30
Allowances:	
Cold Places per hour	0.83
Confined Spaces per hour	1.04
Dirty Work per hour	0.83
Height Money per hour:	
- At a height of 7.5 m	0.83
- For every additional 3m	0.26
Hot Places per hour:	
- 46C-54C	0.83
- Above 54C	1.04
Insulation Material per hour:	
- Pumice or other recognised insulator	0.83
- Silicate	1.04
Smoke Boxes etc. per hour:	
- Working on repairs to smoke boxes, furnaces etc.	0.53
- Working on repairs inside oil-fired boilers	2.07
Wet Places per hour	0.83
Working on a boat or punt per day	3.22
Working knee deep in mud or water per day	6.59
Acid, furnaces, stills, etc. per hour	4.24
Towers per hour	0.83
Depth money per hour	0.83
Swing Scaffolds:	
- First four hours (fixed rate)	6.15
- Each hour thereafter	1.25
- Solid plasterers per hour	0.26
Septic Tanks per day	9.90
Distant Places per day:	
- Area re paragraph 4.17.1	1.63
- Area re paragraph 4.17.2	2.63
- Area re paragraph 4.17.3	2.63
Epoxy Materials per hour	1.04
- Applying to air-conditioned buildings per hour	0.73
- Employees in close proximity per hour	0.83
Foundry per hour	0.60
Asbestos Eradication per hour	2.78
First Aid per day	3.64

Table 2 - Other Rates and Allowances

Item No.	Clause No.	Brief Description Allowance	As at 1/7/19
1	4.1	Cold places	0.83 per hour
2	4.2	Confined spaces	1.04 per hour
3	4.3	Dirty work	0.83 per hour
4	4.4	Height money at a height of 7.5 metres for every additional 3 metres	0.83 per hour 0.26 per hour

5	4.5	Hot places : 46 C - 54 C Above 54 C	0.83 per hour 1.04 per hour
6	4.6	Insulation material Pumice or other recognised insulator Silicate	0.83 per hour 1.049 per hour
7	4.7	Smoke boxes, etc.: Working on repairs to smoke boxes, furnaces, etc. Working on repairs inside oil-fired boilers	0.53 per hour 1.92 per hour
8	4.8 (i)	Wet places	0.83 per hour
9	4.8 (ii)	Working on a boat or punt	3.22 per day
10	4.8 (iii)	Working knee deep in mud or water	6.59 per day
11	4.9	Acid, furnaces, stills, etc.,	4.24 per hour
12	4.10	Towers	0.83 per hour
13	4.11	Depth money:	0.83 per hour
14	4.12	Swing scaffolds allowance: First four hours Each hour thereafter Solid plasterers	6.15 fixed rate 1.25 per hour 0.26 per hour
15	4.13	Septic tanks	9.90 per day
16	4.16	Explosive powered tools allowance	2.02 per day
17	4.17	Distant places: Area described in paragraph 4.17.1 Area described in paragraph 4.17.2 Area described in paragraph 4.17.3	1.63 per day 2.63 per day 2.63 per day
18	4.18 (i) 4.18 (ii) 4.18 (iv)	Epoxy materials: Applying to air-conditioned buildings Employees in close proximity	1.04 per hour 0.73 per hour 1.04 per hour
19	4.19	Foundry per hour	0.64 per hour
20	4.20	Asbestos eradication	2.78 per hour
21	5.3 / 5.8	Meal allowance Meal allowance each subsequent meal	16.70 13.90
22	10.4	Distant work - Expenses of reaching home and of transporting tools from distant work	25.30 per day
23	10.5	Distant work - Board and lodging allowance	548.20 per week
24	10.7	Camping allowance	32.60 per day
25	10.8	Return home at weekend allowance	43.40 per occasion
26	12.3	First Aid Allowance	3.70 per day

P. M. KITE, *Chief Commissioner*

CROWN EMPLOYEES SYDNEY LIVING MUSEUMS (GARDENS - HORTICULTURE AND TRADES EMPLOYEES) AWARD 2016

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135357 of 2019)

Before Chief Commissioner Kite

22 August 2019

REVIEWED AWARD

Arrangement

PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Conditions of Employment
5.	Classification Standards
6.	Progression
7.	Appeals Mechanism
8.	Grievance and Dispute Handling Procedures
9.	Anti-Discrimination
10.	Deduction of Union Membership Fees
11.	Consultative Committee
12.	Area, Incidence and Duration

PART B

MONETARY RATES

Rates of Pay

PART A

1. Title

This Award shall be known as the Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016.

2. Definitions

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

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

"Broad Banded role" means a role whose grading, skills and range of duties extends beyond those defined for a single level and will occur in Levels 2 to 11 as determined by the Executive Director.

"Employee" means and includes all persons employed under the provisions of the *Government Sector Employment Act 2013* as varied.

"Executive Director" means the Executive Director of the Sydney Living Museums.

"Skills" means the appropriate qualifications, relevant experience/demonstrated ability and completion of the training modules appropriate to each level or equivalent, as determined by the Executive Director.

3. Salaries

The rates of pay for employees are set out in Part B - Monetary Rates, of this Award and are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award and any variation or replacement award.

4. Conditions of Employment

All employees are employed under the Act and conditions of employment will be in accordance with the Act and Government Sector Employment Regulation 2014, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2019) Award.

5. Classification Standards

5.1 For the purpose of this clause:

"Employee" means and includes employees as defined in clause 2 and special job creation and training program personnel.

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

5.2 A role falling within the scope of this Award shall have assigned to it a classification level determined in accordance with:

- (a) the classification standards detailed below; and
- (b) where such a system has been implemented, the accredited job evaluation.

5.3 The following classification levels will apply:

Level 1

Roles established at this level are to be used to accommodate employees employed for limited periods of time on special training programs. An employee assigned to a role established at Level 1 of this Award will:

- (a) work under close direct supervision and therefore will not be required to use individual judgement in following direction; and
- (b) have as a minimum, basic communication skills and the ability required to:
 - (i) perform basic tasks, (such as digging and weeding) using basic hand tools or equipment (such as spades and picks) for which either no previous training or experience is required or for which no detailed on the job training will be required; and
 - (ii) communicate with supervisors and other employees.
- (c) be prepared to undertake appropriate introductory and non-technical training.

Level 2

An employee assigned to a role established at Level 2 of this Award will:

- (a) work under general supervision and therefore will not be required to exercise individual judgement in following direction; and
- (b) have completed the TAFE Horticultural Skills 1 technical and the introductory non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) perform basic work processes (such as mowing, planting, trenching) using equipment requiring basic training (such as brush cutters, cement mixers, power tools); and
 - (ii) communicate with supervisors and other employees; and/or
 - (iii) communicate non-technical information to the public.

Level 3

An employee assigned to a role established at Level 3 of this Award will:

- (a) work under minimal supervision and therefore be required to exercise limited individual judgement in following instructions; and
- (b) have completed the TAFE Horticultural Skills 2 technical training modules and fundamental non-technical training modules, or be able to demonstrate equivalent prior learning and possess, if required, a current Class C driver's licence, so that they have the basic communication skills and other skills and relevant experience required to:
 - (i) perform work processes of limited complexity (such as framework, concrete finishing, bitumening, soil mixing, potting) using equipment of limited complexity (such as chainsaws, soil mixing and pasteurising equipment, tractors, vehicles up to two tonnes, ride-on mowers, street sweepers) requiring detailed training but not requiring special licences; and
 - (ii) communicate with supervisors and other employees; and/or
 - (iii) communicate non-technical information to the public.

Level 4

An employee assigned to a role established at Level 4 of this Award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at a semi-trade level or in routine security or law enforcement procedures; and
- (b) have completed the TAFE Horticultural Skills 3 technical and fundamental non-technical training modules, or be able to demonstrate equivalent prior learning, and possess the special licences and basic communication skills and other skills and relevant experience required to:
 - (i) perform work processes at semi-trade level (such as construction, stone work, pesticide spraying, garden bed preparation); and/or
 - (ii) operate complex equipment requiring special licences or certificates (such as trucks over two tonnes, front-end loaders); and/or
 - (iii) perform routine security or law enforcement procedures (such as locking and unlocking of buildings, general ground patrol, cash escort); and
 - (iv) communicate with supervisors and other employees and to pass on instructions to apprentices and/or to communicate non-technical information to the public.

Level 5

An employee assigned to a role established at Level 5 of this Award will:

- (a) work under minimal supervision and therefore be required to exercise independent judgement at trade level, or have the ability to undertake management of a stores area, or in routine security or law enforcement procedures; and
- (b) have a recognised horticultural trades certificate or equivalent and have completed the transitional non-technical training modules, or be able to demonstrate equivalent prior learning and possess the relevant licences, or have demonstrated experience in stock control, purchasing procedures and management of government stores, so that they have the developed communication and interpretation skills and other skills and relevant experience required to:
 - (i) perform trade level horticultural duties; and/or
 - (ii) maintain security or law enforcement in low risk areas; and/or
 - (iii) manage a store of a park or garden; and/or
 - (iv) perform visitor service duties; and/or
 - (v) supervise apprentices and volunteers; and
 - (vi) communicate with supervisors and other employees; and/or
 - (vii) assist in conducting a guided tour; and/or
 - (viii) communicate semi-technical information to the public.

Level 6

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

- (a) Work under minimal supervision and therefore be required to exercise independent judgement at an advanced trade level and exercise initiative with regard to matters of minor complexity; and
- (b) Have a recognised horticultural or carpentry trades certificate or equivalent and have completed the transitional non-technical training modules, 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 horticultural duties (such as development of botanical collections including detailed plant recording and documentation, field collection); or
 - (ii) Implement conditions of entry and liaise with relevant outside bodies where the safety of people or property is at risk; and/or
 - (iii) Supervise apprentices, volunteers and/or other employees; and
 - (iv) Communicate with supervisors and other employees; and/or
 - (v) Conduct a guided tour; and/or
 - (vi) Communicate semi-technical information and specific property interpretation to the public.

Level 7

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

- (a) work independently on assigned specialist work and/or lead a small work team on assigned work and therefore be required to exercise independent judgement and to be accountable for work performance; and
- (b) have a recognised horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the skills and relevant supervisory experience required to:
 - (i) manage a small specialist plant collection or work area (specialising in fields such as security or law enforcement procedures, interpretation, or recreation planning, management of a store of a large park or garden) as an individual or as the team leader of a small team of employees (normally less than 6 employees) supervising and training employees; and
 - (ii) be accountable for completion of work to agreed standards; and/or
 - (iii) solve technical problems of limited complexity; and
 - (iv) document and communicate technical data and information to other employees and/or the public;
 - (v) participate in the development of tours or talks in conjunction with other relevant employees;
 - (vi) present tours or talks to the public and/or specialist groups.

Level 8

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

- (a) work independently on assigned specialist work and/or lead a 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 horticultural trades certificate and have completed the intermediate non-technical training modules, or be able to demonstrate equivalent prior learning, or have demonstrated experience in running a store of a large park or garden, so that they have the skills and relevant supervisory experience required to:
 - (i) manage a specialist garden or work area (specialising in fields such as security or law enforcement, interpretation, or recreation planning, manage a store in a large park or garden) as an individual or as the leader of a team of employees (normally more than 5 employees) supervising and training employees; and
 - (ii) be accountable for completion of work to agreed standards and/or
 - (iii) solve technical problems of some complexity; and
 - (iv) develop and present tours or talks as a representative of the organisation; and
 - (v) document and communicate technical data and information to fellow employees and/or the public.

Level 9

An employee assigned to a role established at Level 9 of this Award will:

- (a) work independently on assigned specialist work programs or projects or manage a small number (normally up to four) of work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level of technical and/or organisational and project co-ordination and well developed supervisory skills and relevant experience required to:
 - (i) manage works programs or projects; and
 - (ii) supervise employees; and
 - (iii) be accountable for completion of work to agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public; and fellow employees; and.
 - (v) develop and present specialist tours, talks or programs for the public and/or for outside groups/organisations.

Level 10

An employee assigned to a role established at Level 10 of this Award will:

- (a) work independently on assigned specialist work programs or projects or manage several (normally up to five or more) work teams; and
- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical, organisational and project co-ordination and well developed supervisory skills required to:
 - (i) manage works programs or projects; and
 - (ii) supervise employees; and
 - (iii) be accountable for completion of work of technical complexity to agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public, fellow employees and outside specialist bodies.

Level 11

An employee assigned to a role established at Level 11 of this Award will:

- (a) work independently developing and implementing specialist projects or programs and/or manage a number of specialists or work teams; and

- (b) exercise independent judgement in areas of management and/or technical expertise; and
- (c) have a recognised horticultural trades certificate or equivalent (or a recognised qualification, such as interpretation or recreation planning or security) and have completed the advanced non-technical training modules, or be able to demonstrate equivalent prior learning, so that they have the high level technical skills and knowledge and high level works organisation and management skills and relevant experience required to:
 - (i) manage major projects or programs, developing and co-ordinating works programs and schedules; and
 - (ii) supervise employees; and
 - (iii) be accountable for meeting agreed standards, time frames and budgets; and
 - (iv) provide advice on technical matters and/or communicate technical information to the public, peers, other employees and outside specialist bodies.

6. Progression

- 6.1 Appointment to a vacant role, other than progression through broad-banded roles, shall be by merit selection.
- 6.2 Progression through levels where there are broad-banded roles established within Levels 2 to 11, shall be subject to satisfactory conduct and performance and the employee acquiring the skills and demonstrating the ability to perform the tasks defined for the next level and where those tasks are required to be performed.
- 6.3 The assessment of the suitability of an employee to progress to the next level within an established broad banded role shall normally be undertaken one month prior to the anniversary of the employee's assignment to Year 2 salary rate of their current level. The employee may also make application for progression at any other time at the discretion of the Executive Director. The initial assessment shall be made by the employee's supervisor and forwarded to the Executive Director or another member of the Executive for approval.
- 6.4 Progression from Year 1 to Year 2 within levels shall be by way of an annual increment. It is subject to satisfactory conduct and performance, as certified by the employee's supervisor and approval by the Executive Director or the Executive Director's nominee. The assessment of the employee's suitability for incremental progression shall normally be undertaken one month prior to the anniversary of their assignment to their current level. The employee must be promptly notified in writing by the Executive Director or the Executive Director's nominee of any decision to defer payment of an increment.
- 6.5 An employee shall have the right of internal appeal to the Executive Director on progression matters through the established grievance procedures as set out in Clause 7 - Appeals Mechanism.
- 6.6 Nothing in this clause shall preclude an employee from exercising their right of an external appeal to the NSW Industrial Relations Commission.

7. Appeals Mechanism

- 7.1 An employee of Sydney Living Museums shall have the right to appeal any decision made by their Agency in relation to their performance assessment review or in relation to promotion on merit from one level to another where this is available under the provision of this Award.
- 7.2 An employee shall submit a written submission outlining their case to the Executive Director within twenty-eight (28) days of the decision being appealed.

- 7.3 The Executive Director shall constitute an Appeals committee made up of one (1) management representative, one (1) relevant Public Service Association representative and one (1) peer who is acceptable to both Management and the Association.
- 7.4 The appeal shall be heard within twenty-eight (28) days of it being lodged and the recommendation of the committee shall be forwarded to the Executive Director.
- 7.5 The decision of the Executive Director shall be forwarded to the employee concerned within seven (7) days of the appeal being heard.
- 7.6 The appeals mechanism shall not cover matters that are dealt with by the NSW Industrial Relations Commission.

8. Grievance and Dispute Handling Procedures

- 8.1 The aim of this Procedure is to ensure that, during the life of this Award, industrial grievances or disputes are prevented, or resolved as quickly as possible, at the level at which they occur in the workplace. For the purpose of this Procedure, industrial grievances are distinguished from a grievance dealt with under public sector grievance handling procedure (e.g. complaints or discrimination).
- 8.2 In the first instance, the employee/employees will notify (in writing or otherwise) the immediate supervisor, or other appropriate person, as to the substance of the grievance/dispute, request a bilateral meeting to discuss it, and 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 employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Executive Director or delegate.
- 8.4 The immediate supervisor, or other appropriate employee shall convene a meeting in order to resolve the grievance/dispute within 48 hours (two (2) working days), or as soon as practicable, of the matter being brought to attention.
- 8.5 If the matter remains unresolved, the matter shall be further discussed by the employee/employees 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 8.4
- 8.6 If the matter remains unresolved and the employee/employees is/are union members, it should be discussed/ negotiated between representatives of the State Branch of the union(s) concerned, and relevant senior management of the employer. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the grievance/dispute. In addition, in the case of a grievance, if the matter has not been resolved at the conclusion of this stage of discussions, the employer must provide a written response to the grievance, including reasons for not implementing any proposed remedy.
- 8.7 A matter relating to the conditions of employment fixed by this Award may be submitted by one or the other of the parties when all other steps 8.2 to 8.5 above, have been exhausted, to the relevant industrial tribunal which may exercise its functions under the *Industrial Relations Act 1996*.
- 8.8 Where the issue in dispute relates to a change of work or management practice, the pre-existing practice shall be allowed to continue until the issue has been finally resolved. Neither party shall be prejudiced as to the final settlement by the continuance of work in accordance with this sub-clause.

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 they have made or may make or have been involved in a complaint of unlawful discrimination or harassment.
- 9.4 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.
- 9.5 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.
- 9.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 9.7 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."

10. Deduction of Union Membership Fees

- (a) The Association shall provide the Trust with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the Association's rules.
- (b) The Association shall advise the Trust 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 Trust at least one month in advance of the variation taking effect.
- (c) Subject to (a) and (b) above, the Trust shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Trust to make such deductions.
- (d) Monies so deducted from employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.
- (e) Unless other arrangements are agreed to by the Association and the Association, 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 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.

11. Consultative Committee

- 11.1 The Sydney Living Museums' Employee and Management Participation and Advisory Committee and the Joint Consultative Committee (JCC) shall be used to monitor the implementation of this Award.
- 11.2 The Employee and Management Participation and Advisory Committee consists of, amongst other employees and management representatives, a representative of senior management and the Association delegate.

12. Area, Incidence and Duration

- 12.1 This Award shall apply to Horticultural and Trades employees of the Sydney Living Museums in the Department of Premier and Cabinet.
- 12.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016 published 21 October 2016 (380 I.G. 1534), as varied.
- 12.3 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 22 August 2019.
- 12.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Effective from the first pay period commencing on or after 1 July 2019.

Horticultural/Trades Officer	Existing Rates of Pay as at 01.07.2018 Per Annum 2.5% \$	Rates of Pay as at the first full pay period on or after 01.07.19 Per Annum 2.5% \$
Level One	46,401	47,561
Level Two Year 1	51,522	52,810
Level Two Year thereafter	52,882	54,204
Level Three Year 1	54,775	56,144
Level Three Year thereafter	56,726	58,144
Level Four Year 1	58,803	60,273
Level Four Year thereafter	60,574	62,088
Level Five Year 1	62,717	64,285
Level Five Year thereafter	64,393	66,003
Level Six Year 1	66,198	67,853
Level Six Year thereafter	68,032	69,733
Level Seven Year 1	69,962	71,711
Level Seven Year thereafter	72,054	73,855
Level Eight Year 1	74,333	76,191
Level Eight Year thereafter	77,363	79,297

Level Nine Year 1	80,396	82,406
Level Nine Year thereafter	83,450	85,488
Level Ten Year 1	86,033	88,184
Level Ten Year thereafter	88,450	90,661
Level Eleven Year 1	95,736	98,129
Level Eleven Year thereafter	101,684	104,226

Apprentice Gardeners 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%

P. M. KITE, *Chief Commissioner*

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**CROWN EMPLOYEES-LEGAL OFFICERS (CROWN SOLICITOR'S
OFFICE, LEGAL AID COMMISSION STAFF AGENCY, OFFICE OF
THE DIRECTOR OF PUBLIC PROSECUTIONS AND
PARLIAMENTARY COUNSEL'S OFFICE) REVIEWED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135363 of 2019)

Before Chief Commissioner Kite

22 August 2019

REVIEWED AWARD

Arrangement

PART A - GENERAL

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Legal officers to Whom Award Applies
4.	Salaries
5.	Salary progression
6.	Calculation of service
7.	Indemnity by Public Service agency
8.	Anti-discrimination
9.	Grievance and dispute settling procedures
10.	Area, incidence and duration

PART B

MONETARY RATES

Table 1 - Rates of Pay

PART A

GENERAL

1. Title

This Award is known as the Crown Employees-Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award.

2. Definitions

In this Award:

"admitted as an Australian lawyer" means admitted to the Australian legal profession in this jurisdiction or any other jurisdiction (within the meaning of the Legal Profession Uniform Law (NSW)).

"agency head" of a Public Service agency, means the head of the agency within the meaning of the *Government Sector Employment Act 2013*.

"lawyers" means any of the following:

- (a) graduates in law from a university that is recognised for the purposes of admission to the Australian legal profession or graduates of the diploma in law of the NSW Legal Profession Admission Board,
- (b) persons who possess qualifications in law that are deemed to be equivalent,
- (c) persons who have been admitted, or who are qualified to be admitted, as an Australian lawyer.

"legal officer" means a lawyer to whom this Award applies.

"Public Service agency to which this Award applies" means the Crown Solicitor's Office, the Legal Aid Commission Staff Agency, the Office of the Director of Public Prosecutions and the Parliamentary Counsel's Office.

"service" means continuous service. Legal officers are deemed to have the years of service indicated by the salaries at which they are appointed.

3. Legal officers to Whom Award Applies

This Award applies to lawyers who are employed under the *Government Sector Employment Act 2013* in the Crown Solicitor's Office, the Legal Aid Commission Staff Agency, the Office of the Director of Public Prosecutions and the Parliamentary Counsel's Office and who are employed in the role of a legal officer (however described).

4. Salaries

- (1) Subject to the *Government Sector Employment Act 2013* and the regulations under that Act, legal officers are to be paid not less than the rates of salaries specified in Part B (Monetary rates) of this Award.
- (2) A minimum salary at the rate specified for the fifth year of service in Grade I is to be paid to a legal officer:
 - (a) who has been admitted as an Australian lawyer, or
 - (b) who has completed at least 2 years' practical legal experience in a Public Service agency to which this Award applies or equivalent practical legal experience approved by the appropriate agency head.
- (3) A legal officer is not eligible to progress beyond the salary specified for the second year of service in Grade II until the legal officer has been admitted as an Australian lawyer.
- (4) A legal officer who is not employed in full-time ongoing employment under the *Government Sector Employment Act 2013* is to be paid the weekly equivalent of the annual rates specified in this Award, unless otherwise determined by the Industrial Relations Secretary under that Act.
- (5) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2019) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B, Monetary Rates are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2019) Award or any award replacing it.

5. Salary progression

- (1) The salaries of legal officers are to be adjusted to the appropriate scale specified in this Award on the basis of years of service as a legal officer.

- (2) A legal officer who has served for 12 months on the maximum rate specified for Grade I is to be progressed to the minimum salary for Grade II if the appropriate agency head, after the required review:
- (a) is satisfied that work appropriate to Grade II is available and that the legal officer is suitable to perform that work, and
 - (b) approves the progression to Grade II.

The appropriate agency head is required to undertake a review in relation to every such legal officer at or prior to the completion of 12 months' service on the maximum rate specified for Grade I.

- (3) A legal officer who has served for 12 months on the maximum salary specified for Grade II is eligible to be considered for progression to Grade III. When that occurs, the appropriate agency head is to review the work performed by the legal officer and the work available to be performed by the legal officer, and may approve the progression of the legal officer to Grade III if satisfied that:
- (a) the legal officer's performance warrants the progression, and
 - (b) work appropriate to Grade III is required to be performed, and
 - (c) the legal officer is suitable to perform that work.

The legal officer is to be progressed to Grade III on the anniversary of the attainment of the maximum salary specified for Grade II if the legal officer satisfies those requirements on that date or from such later date on which those requirements are satisfied.

- (4) Promotion beyond Grade III is subject to the occurrence of a vacancy in a role at a higher grade.

6. Calculation of service

In calculating years of service for the purpose of this Award, the following periods are not to be taken into account:

- (a) any period in respect of which an increment is refused in accordance with the regulations under the *Government Sector Employment Act 2013*,
- (b) any leave of absence without pay exceeding 5 days in any incremental year,
- (c) any period necessary to give full effect to a reduction in salary imposed under section 68 (Unsatisfactory performance) or section 69 (Misconduct) of the *Government Sector Employment Act 2013*.

7. Indemnity by Public Service agency

A legal officer is indemnified by the Public Service agency in which the officer is employed with respect to the whole of any order made against the legal officer pursuant to clause 5 of Schedule 2 to the *Legal Profession Uniform Law Application Act 2014 (NSW)* in any matter, unless the conduct of the legal officer giving rise to the making of the order:

- (a) was "serious and wilful misconduct" as that phrase is construed under section 5 of the *Employees Liability Act 1991 (NSW)*, or
- (b) did not occur in the course of, and did not arise out of, the employment of the legal officer.

8. Anti-Discrimination

The provisions of clause 100 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 relating to the prevention and elimination of discrimination in the workplace (or similar provisions of any award that replaces that Award) apply to matters arising under this Award.

9. Grievance and dispute settling procedures

The provisions of clause 9 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 relating to grievances and dispute settling procedures (or similar provisions of any award that replaces that Award) apply to matters arising under this Award.

10. Area, incidence and duration

- (1) The legal officers to whom this Award applies are entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the regulations and rules made under that Act, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2019) Award or any awards replacing those Awards.
- (2) Changes made to this Award subsequent to it first being published, and the Crown Employees (Office of the Legal Aid Commission - Indemnification of Employed Solicitors) Award, have been incorporated into this Award as part of the review.
- (3) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees-Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award published 21 October 2016 (380 I.G. 1545), as varied.
- (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 22 August 2019.
- (4) This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Effective from the first pay period commencing on or after 1 July 2019:

Grade	Amount (per annum) \$
Grade I	
1st year of service	67,853
2nd year of service	70,425
3rd year of service	72,418
4th year of service	74,603
5th year of service	77,578
Grade II	
1st year of service	83,968
2nd year of service	88,184
3rd year of service	93,349
4th year of service	98,129
5th year of service	102,043
Grade III	
1st year of service	107,541
2nd year of service	110,745
3rd year of service	115,017
Grade IV	
1st year of service	123,229
2nd year of service	125,600

Grade V	
1st year of service	132,078
2nd year of service	134,667
Grade VI	
1st year of service	141,882
2nd year of service	144,871

P. M. KITE, *Chief Commissioner*

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SERIAL C9101

**CROWN EMPLOYEES (NSW DEPARTMENT OF JUSTICE) CASINO
INSPECTORS TRANSFERRED FROM DEPARTMENT OF GAMING
AND RACING AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 133977 of 2019)

Before Chief Commissioner Kite

22 August 2019

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (NSW Department of Justice) Casino Inspectors Transferred from Department of Gaming and Racing Award published 21 October 2016 (380 I.G. 1089) as varied, be rescinded on and from 22 August 2019.

P. M. KITE, *Chief Commissioner*

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**CROWN EMPLOYEES (SENIOR OFFICERS SALARIES) AWARD
2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 135289 of 2019)

Before Chief Commissioner Kite

19 September 2019

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Senior Officers Salaries) Award 2012 published 21 October 2016 (380 I.G. 1454) as varied, be rescinded on and from 19 September 2019.

P. M. KITE, *Chief Commissioner*

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