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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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NEW SOUTH WALES

**INDUSTRIAL GAZETTE**

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\* These Presidential members are also Judicial members of the Industrial Court of New South Wales, established as a superior court of record pursuant to section 152 of the *Industrial Act* 1996.

† These members are dual appointees of Fair Work Australia.

‡ These dual appointees work full-time from Fair Work Australia premises at 80 William Street, Sydney.



**CROWN EMPLOYEES (DEPARTMENT OF ATTORNEY GENERAL  
AND JUSTICE (JUVENILE JUSTICE) - 38 HOUR WEEK  
OPERATIONAL STAFF 2012) REVIEWED AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 88 of 2012)

Before The Honourable Mr Justice Staff

13 April 2012

**REVIEWED AWARD**

**1. Arrangement**

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title and Scope
3.	Definitions
4.	Rates of Pay and Allowances
5.	Hours
6.	Hours, Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Member (Non-Metropolitan Centres - Detainee Movements and Transport), Operational Staff Member (Court Logistics).
7.	All Incidents Allowance
8.	Shift Workers - Loadings, Penalties, Leave, Rosters and Overtime
9.	Casual Employment
10.	Higher Duties
11.	Settlement of Disputes
12.	Dignity and Respect in the Workplace
13.	Uniforms and Protective Clothing
14.	Right of Entry to Association Officials
15.	Area, Incidence and Duration

PART B

MONETARY RATES

**2. Title and Scope**

- 2.1 This Award shall be known as the Crown Employees (Department of Attorney General & Justice (Juvenile Justice) - 38 Hour Week Operational Staff 2012) Award. This Award covers Operational Staff of the Department as defined in Clause 3 of this Award who are employed under the provisions of the Act.
- 2.2 All other relevant conditions of employment not specified in this Award shall be provided in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Public Service of New South Wales Government Personnel Handbook where applicable.



### 3. Definitions

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

"Allocated Youth Officer Handcuff Allowance" means the allowance, as set out in Table 2(b) of Part B of this Award, as payment for carrying handcuffs and has approval for authorising the use of handcuffs in emergency situations only, as set out in the position description of Youth Officer.

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

"Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Act and any guidelines issued thereof or as amended from time to time.

"Centre" means a Detention Centre as defined by the *Children (Detention Centres) Act 1987*.

"Court Logistics" means the positions located in the Court Logistics, Classifications and Security Intelligence Branch of the Department.

"Day Worker" means an Operational Staff member, other than a Shift Worker, who works ordinary hours of thirty eight (38) hours per week Monday to Friday inclusive and who commences work on such days at or after 6 am and before 10 am otherwise than as part of a shift system with an allocated day off ie 19 days in each 4 week period.

"Department" means the New South Wales Department of Attorney General & Justice (Juvenile Justice).

"Detainee" means a person as defined by the *Children (Detention Centres) Act 1987*.

"Expense Related Payments" means payments in the nature of re-imbusement for reasonable expenses incurred in the performance of official duties and subject to a formal case-by-case claims approval process.

"Non-Metropolitan Centre" means, for the purpose of Clause 6.1 of this Award, the Acmena, Frank Baxter, Orana and Riverina Juvenile Justice centres.

"Operational Staff" means, for the purposes of this Award, the following positions:

- Centre Manager;
- Assistant Manager;
- Assistant Manager Client Services;
- Unit Manager;
- Shift Supervisor/Assistant Unit Manager;
- Youth Officer, Centre;
- Youth Officer, Non Court Based, Court Logistics;
- Youth Officer, Court Based, Court Logistics;
- Court Supervisor, Court Logistics;
- Logistics Officer, Court Logistics;
- Drug Detection Security and Intelligence Officer;
- Vocational Instructor;
- Vocational Instructor (Cook Supervisor)
- Kitchen Support Officer;

"Shift Worker" means an Operational Staff member who works ordinary rostered hours up to 19 days in a 28 day period, as set out in Clause 5 of this Award.

### 4. Rates of Pay and Allowances

4.1 The minimum rates of pay and allowances to be paid to Operational Staff are set out in Tables 1 and 2 of Part B of this Award.

- 4.2 A chokage Allowance shall be paid at the rate as set out in item 1 of Table 2(a) of Part B to Vocational Instructors who are required to assist in clearing sewerage chokages and are required to assist in opening up any soil pipe, waste pipe, drain pipe or pump containing sewerage or who are required to work in a septic tank in operation.
- 4.3 A trade allowance shall be paid at the rate as set out in item 3 of Table 2(a) of Part B to Vocational Instructors who hold a trade qualification relevant to the Vocational Instructor's vocational employment classification, in addition to the rates prescribed.

## 5. Hours

### 5.1

#### (a) Ordinary Hours

- (i) The ordinary hours of work for Shift Workers shall not exceed 152 hours per twenty eight (28) calendar days or an average of 38 hours per week in each roster cycle. Each Shift Worker shall be free from duty for not less than eight (8) full days and an allocated rostered day off in each cycle.
- (ii) The hours of work prescribed in paragraph (a)(i) of this sub-clause shall be arranged to allow variable working hours in each roster cycle of twenty eight (28) days to ensure that each Shift Worker shall work his/her other ordinary hours of work on not more than nineteen (19) days in the cycle.

#### (b) Rostered Day Off Duty

- (i) Time for a rostered day off duty accrues at 0.4 of an hour for each eight hour day or shift.
- (ii) All paid ordinary working time and paid leave count towards accrual of time for the rostered day off duty.
- (iii) An Operational Staff rostered day off duty prescribed in paragraph (a)(ii) of this sub-clause shall be determined by having regard to the operational needs of the Centre. Where practicable the rostered day off duty shall be consecutive with the days off prescribed in paragraph (a)(i) of this sub-clause.
- (iv) Should the operational needs of the Centre require the rostered day off duty to be changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (v) Where an Operational Staff member has accumulated sufficient time to take his/her rostered day off duty prior to entering on annual leave, it shall be allowed to the Operational Staff on the first working day immediately following the period of leave.
- (vi) Where an Operational Staff member has not accumulated sufficient time for a rostered day off duty prior to entering on annual leave, time in credit shall count towards taking the next rostered day off duty falling in roster sequence after the Operational Staff member's return to duty.
- (vii) An Operational Staff member shall be entitled to the next rostered day off duty after returning from a period of worker's compensation leave or extended leave.
- (viii) A rostered day off duty is not re-credited if the Operational Staff member is ill or incapacitated on a rostered day off duty. However sick leave shall not be debited.
- (ix) Upon termination of employment, the Operational Staff member shall be paid for any untaken rostered time off.

- (x) Permanent part-time Operational Staff members, due to the terms of engagement, are paid for all time worked as there is no accrual of time for rostered days off duty.
- (xi) In the case of an Operational Staff member in receipt of an All Incidents Allowance prescribed in Clause 7 of this Award, should the operational needs of a Centre require the rostered day off duty to be changed, another day shall be substituted in the current cycle. Should this not be practicable, rostered days off duty may be accrued to a maximum of five (5) days in any calendar year and be taken in a less active period.

## 5.2 Meal Breaks

- (a) Meal breaks must be given to and taken by Operational Staff members. No Operational Staff shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However where a Operational Staff member is called upon to work for any portion of a rostered unpaid meal break, such time shall be paid for at overtime rates.
- (b) The time taken for an Operational Staff member required by the Department to take a meal or meals with a detainee or detainees shall be considered as ordinary hours of work. All time in such circumstances shall be paid at the applicable rate of the shift and the Department shall provide a meal to the Operational Staff member free of charge, the meal to be of the same or no less than the quality of that provided to the detainee or detainees. In such circumstances the provision of paragraph (a) of this sub-clause shall not apply.
- (c) The provisions of paragraph (b) of this sub-clause shall only apply if an Operational Staff member or a group of Operational Staff take the meal or meals at the allocated meal time for the detainee or detainees and such Operational Staff or group of Operational Staff are physically located with the detainee or detainees and are engaged in the supervision of the detainee or detainees while taking their meal or meals.

## **6. Hours, Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Member (Non-Metropolitan Centres - Detainee Movements and Transport), Operational Staff Member (Court Logistics)**

### 6.1 Operational Staff Member (Non-Metropolitan Centres, Detainee Movements and Transport)

Notwithstanding Clause 5 (except clause 5.1(b)) and Clause 8 (excluding 8.1-8.5) of this Award, if it is deemed necessary for operational reasons to undertake detainee movements or transport relating to a non-metropolitan centre, the following provisions will apply:

- (a) Ordinary Hours
  - (i) The ordinary hours of work for the relevant Operational Staff member shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 6:00 a.m. and 10:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
- (b) Working Arrangements
  - (i) The ordinary daily working hours for each Operational Staff member shall be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
  - (ii) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
  - (iii) Operational staff members will be required to work variable start times depending upon operational requirements.

- (c) Annual Leave
  - (i) At the rate of twenty (20) working days per year.
- (d) Public Holidays
  - (i) All gazetted Public Holidays shall be taken as they fall.
- (e) Meal Breaks
  - (i) Meal breaks must be given to and taken by the relevant Operational Staff. No Operational Staff member shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where an Operational Staff member is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
  - (ii) In circumstances where the Department is unable to supply a meal, an Operational Staff member shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Operational Staff member.
  - (iii) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Occupational Health and Safety requirements.
- (f) Other duties

When there are no detainee movements or transport, the Operational Staff members, under the arrangements set out in this Clause, are to perform other mainstream Centre duties (such as working on the unit floor) as directed by the Department.
- (g) Overtime
  - (i) An Operational Staff Member may be directed by the Department to work overtime, provided it is reasonable for the staff member to be required to do so. An Operational 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 Operational Staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
    - (2) Any risk to the Operational 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 Department and the effect on client services;
    - (4) The notice, if any, given regarding the working of the overtime, and the Operational Staff member's intention to refuse overtime; or
    - (5) Any other relevant matter.
  - (ii) Payment for overtime shall be made only where the Operational Staff member works approved overtime.

- (iii) 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 (2) hours and at the rate of double time thereafter for all directed overtime worked outside the Operational Staff member's ordinary hours of duty.
    - (2) Saturday - At the rate of time and one-half for the first two (2) hours and at the rate of double time thereafter.
    - (3) Sundays - All overtime at the rate of double time.
    - (4) Public Holidays - All overtime at the rate of double time and one-half.
  - (iv) An Operational 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.
- (h) Rest periods
- (i) An Operational Staff member who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (ii) Where an Operational Staff member, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Operational Staff member shall be paid at the appropriate overtime rate until released from duty. The Operational 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.
- 6.2 Hours, Working Arrangements, Leave, Meal Breaks and Overtime - Operational Staff Members (Court Logistics)
- (a) Logistics Officer, Court Logistics
- (i) Ordinary hours
    - (1) The ordinary hours of work for each Logistics Officer shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 9:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
  - (ii) Working arrangements
    - (1) The ordinary daily working hours for each Logistics Officer shall be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
    - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
    - (3) Logistics Officers will be required to work variable start times depending upon operational requirements.
    - (4) If a variable start time commences at or after 10:00 a.m. and before 1:00 p.m., or at or after 1:00 p.m. and before 4:00 p.m. a loading of 10% and 12.5% shall apply respectively.

- (iii) Annual leave
  - (1) At the rate of twenty (20) working days per year.
- (iv) Public Holidays
  - (1) All gazetted Public Holidays shall be taken as they fall.
- (v) Meal Breaks
  - (1) Meal breaks must be given to and taken by the relevant Logistics Officer. No Logistics Officer shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Logistics Officer is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
  - (2) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Occupational Health and Safety requirements.
- (vi) Overtime
  - (1) A Logistics Officer may be directed by the Department to work overtime, provided it is reasonable for the Logistics Officer to be required to do so. A Logistics Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Logistics Officer working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
    - a. The Logistics Officer's prior commitments outside the workplace, particularly the Logistics Officer's family and carer responsibilities, community obligations or study arrangements;
    - b. Any risk to the Logistic Officer's health and safety;
    - c. A working arrangement may be altered at any time to enable service to be delivered where another Logistics Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
    - d. 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;
    - e. The notice, if any, given regarding the working of the overtime, and the Logistics Officer's intention to refuse overtime; and/or
    - f. Any other relevant matter.
  - (2) Payment for overtime shall be made only where the Logistics Officer works approved overtime.
  - (3) Overtime shall be paid at the following rates:
    - a. 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 Logistics Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.
- b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
  - c. Sundays - All overtime at the rate of double time.
  - d. Public Holidays - All overtime at the rate of double time and one-half.
- (4) A Logistics Officer 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.
- (vii) Rest periods
- (1) A Logistics Officer who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (2) Where a Logistics Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Logistics Officer shall be paid at the appropriate overtime rate until released from duty. The Logistics Officer shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (b) Court Supervisor, Court Logistics
- (i) Ordinary hours
    - (1) The ordinary hours of work for each Court Supervisor shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 6:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
  - (ii) Working arrangements
    - (1) The ordinary daily working hours for each Court Supervisor shall be displayed as a proposed working arrangement in a place conveniently accessible to staff members. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
    - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
    - (3) Court Supervisors will be required to work variable start times depending upon operational requirements.
  - (iii) Annual leave
    - (1) At the rate of twenty (20) working days per year.
  - (iv) Public Holidays
    - (1) All gazetted Public Holidays shall be taken as they fall.

## (v) Meal Breaks

- (1) Meal breaks must be given to and taken by the relevant Court Supervisor. No Court Supervisor shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Court Supervisor is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
- (2) In circumstances where the Department is unable to supply a meal, a Court Supervisor shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Court Supervisor.
- (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Occupational Health and Safety requirements.

## (vi) Overtime

- (1) A Court Supervisor may be directed by the Department to work overtime, provided it is reasonable for the Court Supervisor to be required to do so. A Court Supervisor may refuse to work overtime in circumstances where the working of such overtime would result in the Court Supervisor working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - a. The Court Supervisor's prior commitments outside the workplace, particularly the Court Supervisor's family and carer responsibilities, community obligations or study arrangements;
  - b. Any risk to the Court Supervisor's health and safety;
  - c. A working arrangement may be altered at any time to enable service to be delivered where another Court Supervisor is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
  - d. 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;
  - e. The notice, if any, given regarding the working of the overtime, and the Court Supervisor's intention to refuse overtime; and/or
  - f. Any other relevant matter.
- (2) Payment for overtime shall be made only where the Court Supervisor works approved overtime.
- (3) Overtime shall be paid at the following rates:
  - a. 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 Court Supervisor's ordinary hours of duty, if working standard hours, or outside the bandwidth.



- b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
  - c. Sundays - All overtime at the rate of double time.
  - d. Public Holidays - All overtime at the rate of double time and one-half.
- (4) A Court Supervisor 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.
- (vii) Rest periods
- (1) A Court Supervisor who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (2) Where a Court Supervisor, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Court Supervisor shall be paid at the appropriate overtime rate until released from duty. The Court Supervisor 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) Youth Officers (Court Based), Court Logistics
- (i) Ordinary hours
    - (1) The ordinary hours of work for each Youth Officer shall be thirty-eight (38) hours per week Monday to Friday inclusive between the hours of 7:00 a.m. and 6:00 p.m. with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
  - (ii) Working arrangements
    - (1) The ordinary daily working hours for each Youth Officer shall be displayed as a proposed working arrangement in a place conveniently accessible to Youth Officers. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
    - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
    - (3) Youth Officers will be required to work variable start times depending upon operational requirements.
  - (iii) Annual leave
    - (1) At the rate of twenty (20) working days per year.
  - (iv) Public Holidays
    - (1) All gazetted Public Holidays shall be taken as they fall.
  - (v) Meal Breaks
    - (1) Meal breaks must be given to and taken by the relevant Youth Officer. No Youth Officer shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Youth Officer

is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.

- (2) In circumstances where the Department is unable to supply a meal, a Youth Officer shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Youth Officer.
- (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Occupational Health and Safety requirements.

(vi) Overtime

- (1) A Youth Officer may be directed by the Department to work overtime, provided it is reasonable for the Youth Officer to be required to do so. A Youth Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Youth Officer working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - a. The Youth Officer's prior commitments outside the workplace, particularly the Youth Officer's family and carer responsibilities, community obligations or study arrangements;
  - b. Any risk to the Youth Officer's health and safety;
  - c. A working arrangement may be altered at any time to enable service to be delivered where another Youth Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
  - d. 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;
  - e. The notice, if any, given regarding the working of the overtime, and the Youth Officer's intention to refuse overtime; and/or
  - f. Any other relevant matter.
- (2) Payment for overtime shall be made only where the Youth Officer works approved overtime.
- (3) Overtime shall be paid at the following rates:
  - a. 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 Youth Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.
  - b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
  - c. Sundays - All overtime at the rate of double time.
  - d. Public Holidays - All overtime at the rate of double time and one-half.

- (4) A Youth Officer 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.
- (vii) Rest periods
- (1) A Youth Officer who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
  - (2) Where a Youth Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Youth Officer shall be paid at the appropriate overtime rate until released from duty. The Youth Officer shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.
- (d) Youth Officers (Non-Court Based), Court Logistics
- (i) Ordinary hours
    - (1) The ordinary hours of work for each Youth Officer shall be thirty-eight (38) hours per week Monday to Friday inclusive with variable start times, with an allocated day off. i.e. nineteen (19) days in each four (4) week period.
  - (ii) Working arrangements
    - (1) The ordinary daily working hours for each Youth Officer shall be displayed as a proposed working arrangement in a place conveniently accessible to Youth Officers. The working arrangement will cover a minimum period of seven (7) days and will be displayed at least fourteen (14) days prior to the commencement date of the first working day of the proposed working arrangement.
    - (2) A working arrangement may be altered at any time to enable service to be delivered where another staff member is absent from duty on account of illness, in an emergency or due to unforeseen circumstances.
    - (3) Youth Officers will be required to work variable start times depending upon operational requirements.
  - (iii) Annual leave
    - (1) At the rate of twenty (20) working days per year.
  - (iv) Public Holidays
    - (1) All gazetted Public Holidays shall be taken as they fall.
  - (v) Meal Breaks
    - (1) Meal breaks must be given to and taken by the relevant Youth Officer. No Youth Officer shall be required to work continuously for more than five (5) hours without a meal break of no less than thirty (30) minutes. However, where a Youth Officer is called upon to work for any portion of an unpaid meal break, such time shall be paid for at overtime rates.
    - (2) In circumstances where the Department is unable to supply a meal, a Youth Officer shall be compensated for any actual expenses properly and reasonably incurred for meals purchased for a detainee in custody under their supervision, and for the Youth Officer.

- (3) An amount equivalent to the rate for lunch or dinner money for overtime under the Crown Employees (Public Service Conditions of Employment) Award 2009 shall be paid to those employees who are unable to take a meal break for operational reasons after three (3) to five (5) hours from the start time. This arrangement shall be paid in lieu of overtime and will only occur in emergency or extreme circumstances, as the Department is obliged to provide appropriate breaks in accordance with Occupational Health and Safety requirements.

(vi) Overtime

- (1) A Youth Officer may be directed by the Department to work overtime, provided it is reasonable for the Youth Officer to be required to do so. A Youth Officer may refuse to work overtime in circumstances where the working of such overtime would result in the Youth Officer working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - a. The Youth Officer's prior commitments outside the workplace, particularly the Youth Officer's family and carer responsibilities, community obligations or study arrangements;
  - b. Any risk to the Youth Officer's health and safety;
  - c. A working arrangement may be altered at any time to enable service to be delivered where another Youth Officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances;
  - d. 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;
  - e. The notice, if any, given regarding the working of the overtime, and the Youth Officer's intention to refuse overtime; and/or
  - f. Any other relevant matter.
- (2) Payment for overtime shall be made only where the Youth Officer works approved overtime.
- (3) Overtime shall be paid at the following rates:
  - a. 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 Youth Officer's ordinary hours of duty, if working standard hours, or outside the bandwidth.
  - b. Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
  - c. Sundays - All overtime at the rate of double time.
  - d. Public Holidays - All overtime at the rate of double time and one-half.
- (4) A Youth Officer 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.

(vii) Rest periods

- (1) A Youth Officer who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.

- (2) Where a Youth Officer, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Youth Officer shall be paid at the appropriate overtime rate until released from duty. The Youth Officer shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

(viii) Loadings

- (1) A Youth Officer shall be paid for work performed during the ordinary hours plus the following loadings depending on the commencing times for each day's ordinary hours.

Day	At or after 6 am and before 10 am	Nil
Afternoon	At or after 10 am and before 1 pm	10%
Afternoon	At or after 1 pm and before 4 pm	12.5%
Night	At or after 4pm and before 4 am	15%
Night	At or after 4 am and before 6 am	10%

- (2) The loadings above shall only apply to ordinary time worked from Monday to Friday.

### 7. All Incidents Allowance

- 7.1 An All Incidents Allowance of 22% of base salary shall be payable to Operational Staff classified at Items (iv) - (viii) in Part B of this Award in addition to the salary prescribed in such Table as compensation for all time worked in excess of ordinary hours and other work related allowances including payments in lieu of overtime, on call, shift penalties, travel time and annual leave loading but does not include compensation for expense related payments. However the Department has the discretion to approve that work outside normal rostered hours attract the provisions of Clause 8.13 - Overtime.
- 7.2 The allowance shall be regarded as salary for all leave and superannuation purposes.

### 8. Shift Workers - Loadings, Penalties, Leave, Rosters and Overtime

#### 8.1 Monday to Friday - Shift Loadings

- (a) 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 shift loadings depending on the commencing times of such shifts:

Day	At or after 6 am and before 10 am	Nil
Afternoon	At or after 10 am and before 1 pm	10%
Afternoon	At or after 1 pm and before 4 pm	12.5%
Night	At or after 4 pm and before 4 am	15%
Night	At or after 4 am and before 6 am	10%

- (b) The loadings specified in this sub-clause shall only apply to shifts worked from Monday to Friday.

#### 8.2 Weekends and Public Holidays - Penalties

- (a) For the purpose of this sub-clause any shift, of which 50% or more 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.

## 8.3 Saturday Shifts - Penalties

- (a) 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.

## 8.4 Sunday Shifts - Penalties

- (a) Shift Workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday which is not a Public Holiday, shall be paid for such shifts at ordinary time and three quarters.

## 8.5 Public Holidays - Penalties

- (a) When rostered on a Public Holiday and work is performed, additional payment will be made at the rate of half time.
- (b) When rostered off on a Public Holiday, no additional compensation or payment will be made.
- (c) Where a gazetted Public Holiday falls on a Sunday, Shift Workers rostered to work on that day shall be paid ordinary time and an additional payment at the rate of three quarter time.
- (d) A Shift Worker is entitled to receive compensation for regularly working Sundays and Public Holidays as specified in clause 8.6 of this Award.

## 8.6 Additional Payments

- (a) Additional payments will be made on the following basis:

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

- (a) The additional payment shall be made after 1 December in each year for the preceding twelve (12) months.
- (b) Where the Shift Worker retires or the employment of a Shift Worker is terminated by the employer, any payment that has accrued from the preceding 1 December until the last date of service shall be paid to the Shift Worker.
- (c) Payment shall be made at the rate applicable as at 1 December each year, or at the salary rate applicable at the date of retirement or termination.
- (d) All Incidents Allowance as detailed in clause 7.1 of this Award applies to this payment,

## 8.7 Recreation Leave

- (a) Shift Workers shall be entitled to recreation leave at the rate of six (6) weeks per year (thirty (30) working days) inclusive of payment for any Public Holiday/s falling within the leave period.
- (b) Additional recreation leave at the rate of five (5) days per year, will accrue to a Shift Worker, employed under this Award and the Act, who is stationed indefinitely in a remote area of the

State being the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidated Act* (NSW) 1913 before its repeal.

- (c) Shift Workers entitled to additional recreation leave under this Clause can elect, at any time, to cash out that additional recreation leave.
- (d) Shift Workers on recreation leave are eligible to receive the more favourable of:
  - (i) 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
  - (ii) 17½% annual leave loading.

#### 8.8 Annual Leave Loading

- (a) With the exception of those Shift Workers in receipt of the All Incidents Allowance prescribed in Clause 7 of this Award, Shift Workers are entitled to the payment of an annual leave loading of 17.5% on the monetary value of four weeks recreation leave accrued in a leave year.
- (b) For the purposes of 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.
- (c) If located in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, under Clause 8.7(b) of this Award, the annual leave loading shall be paid on a maximum of four weeks leave.
- (d) The annual leave loading payable shall not exceed the amount which would have been payable to a Shift Worker in receipt of salary equivalent to the maximum salary for Grade 12 Clerk.

#### 8.9 Rosters

- (a) The ordinary hours of work for each Shift Worker shall be displayed on a roster in a place conveniently accessible to Shift Workers. The roster will cover a minimum period of twenty eight (28) days, where practical, and shall be displayed at least fourteen (14) days prior to the commencing date of the first working period in any roster.
- (b) A roster may be altered at any time to enable the service of a Centre to be delivered where another officer is absent from duty on account of illness, in an emergency or due to unforeseen circumstances. Where any such alteration involves a Shift Worker working on a day that would have been his or her day off such time worked shall be paid for at overtime rates as specified in Clause 89 of the *Crown Employees (Public Service Conditions of Employment ) Award* (NSW) 2009.
- (c) Each roster shall indicate the starting and finishing time of each shift and include rostered days off. Where current or proposed shift arrangements are incompatible with the Shift Worker's family, religious or community responsibilities, every effort to negotiate alternative arrangements with the Shift Worker shall be made by the Department Head or delegate.

#### 8.10 Notice of Change of Shift

- (a) 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.

#### 8.11 Breaks between Shifts

- (a) There shall be a minimum break of eight (8) consecutive hours between ordinary rostered shifts.
- (b) If a Shift Worker resumes or continues to work without having had eight (8) consecutive hours off duty, the Shift Worker shall be paid overtime in accordance with Clause 89, Overtime

Worked by Shift Workers of the Crown Employees (Public Service Conditions of Employment) Award (NSW) 2009 until released from duty for eight (8) consecutive hours. The Shift Worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.

- (c) Time spent off duty may be calculated by determining the amount of time elapsed after:
  - (i) The completion of an ordinary rostered shift; or
  - (ii) The completion of authorised overtime; or
  - (iii) The completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

#### 8.12 Daylight Saving

- (a) 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 of pay for the shift.

#### 8.13 Overtime

- (a) A Shift Worker may be directed by the Department Head to work overtime, provided it is reasonable for the Shift Worker to be required to do so. A Shift Worker may refuse to work overtime in circumstances where the working of such overtime would result in the Shift Worker working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
  - (i) The Shift Worker's prior commitments outside the workplace, particular the Shift Worker's family and carer responsibilities, community obligations or study arrangements;
  - (ii) Any risk to the Shift Worker's health and safety;
  - (iii) 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;
  - (iv) The notice, if any, given regarding the working of the overtime, and the Shift Worker's intention to refuse overtime; or
  - (v) Any other relevant matter.
- (b) Overtime shall be paid to Shift Workers under the following conditions:
  - (i) The rates specified are in substitution for and not cumulative upon the rates payable for work performed on Monday to Friday, Saturday, Sunday or Public Holidays.
  - (ii) For the purposes of assessing overtime, each day shall stand alone. Where any one (1) period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if it had occurred within the one (1) day.
  - (iii) Overtime shall be paid for hours worked in excess of the ordinary hours of work, as defined in Clause 5 of this Award. Entitlements under this clause are restricted by the provisions of Clause 7 of this Award.
- (c) Overtime shall be paid to Shift Workers at the following rates:
  - (i) 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 Shift Worker's ordinary hours of duty.



- (ii) Saturday - At the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- (iii) Sundays - All overtime at the rate of double time.
- (iv) Public Holidays - All overtime at the rate of double time and one half.

### **9. Casual Employment**

- 9.1 A casual employee is one engaged on an hourly basis.
- 9.2 A casual employee may only be engaged for short-term periods where there is the need to supplement the workforce arising from fluctuations in the needs of the Centre.
- 9.3 A casual employee shall be paid on an hourly basis based on the appropriate rate, prescribed in Table 1 of Part B of this Award, plus 15% thereof with a minimum payment of four (4) hours for each engagement. This loaded rate of pay is in lieu of all leave entitlements, other than recreation and extended leave.
- 9.4 A casual employee shall be entitled to the shift loadings, prescribed in clause 8.1 of this Award, where a shift commences prior to 6 am or finishes subsequent to 6 pm.
- 9.5 For weekend and Public Holiday work, casual employee shall, in lieu of all other penalty rates and the 15% casual loading, receive the following rates:
- (a) Time and one half for work between midnight Friday and midnight Saturday;
  - (b) Time and three quarters for work between midnight Saturday and midnight Sunday; and
  - (c) Double time and one half for work on a Public Holiday.

For the purpose of this clause, any shift of which 50% or more is worked on a Saturday, Sunday or Public Holiday shall be deemed to have been worked wholly on a Saturday, Sunday or Public Holiday and shall be paid as such.

- 9.6 On termination a casual employee shall be paid 1/12th of ordinary earnings in lieu of recreation leave.
- 9.7 A casual employee's employment may be terminated for any reason by the giving of one (1) hour's notice by either party.
- 9.8 Casuals shall also receive the following leave entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009:
- (a) Unpaid parental leave in accordance with Clause 12.5.4;
  - (b) Personal Carer's entitlement in accordance with Clause 12.6; and
  - (c) Bereavement entitlement in accordance with Clause 12.7.

### **10. Higher Duties**

- 10.1 Operational Staff called upon by the Department to perform work of a classification or position paid at a higher rate, shall be paid that higher rate on the completion of a minimum of one eight (8) hour shift, or equivalent working day.
- 10.2 Relieving for part of a shift in a higher position shall not attract monetary payment but shall be compensated through the acquisition of skills and experience gained by this opportunity.

- 10.3 The provisions of this clause apply only where an employee relieves in another position covered by this Award.

## 11. Settlement of Disputes

### 11.1 Procedures relating to individual employees

- (a) Individual employees may raise matters pertaining to this Award and other conditions of employment matters with the Centre Manager, Manager, Supervisor or other authorised departmental representative as the case may be, providing that the following conditions are observed:
- (i) The employee shall notify the Centre Manager, Manager, Supervisor or other authorised departmental representative in writing, as to the substance of any matter and request a meeting with the Centre Manager, Manager, Supervisor or other authorised departmental representative for discussions in order to settle the matter. The employee may have another employee or an Association delegate present during these discussions.
  - (ii) If no remedy to the employee's matter is found, then the employee shall seek further discussions and attempt to resolve the matter at a higher level of authority, where appropriate.
  - (iii) Reasonable time limits must be allowed for discussions at each level of authority.
  - (iv) At the conclusion of the discussions, the departmental representative must provide a response to the employee if the matter has not been resolved and include reasons for not implementing any proposed remedy. At this stage if the employee's concerns still exist, the provisions of Clause 11.3(e) of this Award shall be invoked.

### 11.2 Settlement of Disputes

- (a) All questions, disputes or difficulties relating to the provisions of this award or any other condition of employment 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) The staff member is required to notify in writing their immediate supervisor or manager, as to the substance of the question, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the question, dispute or difficulty involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate supervisor or manager the notification may occur to the next appropriate level of management. including where required, to the Department Head or delegate.
- (d) The immediate supervisor or manager, or other appropriate officer, shall convene a meeting in order to resolve the question, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the question, dispute or difficulty remains unresolved with the immediate supervisor or manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department may refer the matter to the Director General Director of Premier and Cabinet (DGDPC) for consideration.

- (g) If the matter remains unresolved, the Department shall provide a written response to the employee and any other party involved in the question, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) A staff member, at any stage, may request to be represented by the Association.
- (i) The staff member or the Association on their behalf or the Department may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (j) The staff member, Association, Department and DGDPC 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 this clause are being followed, normal work undertaken prior to notification of the question, 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.

### **12. Dignity and Respect in the Workplace**

- 12.1 The Dignity and Respect Policy, Guidelines and Grievance Procedure of the Department shall apply to all staff covered by this Award.
- 12.2 The Dignity and Respect Grievance Procedure must be used when there is a work related grievance as defined in the Dignity and Respect Policy, Guidelines and Grievance Procedure, so that the grievance can be resolved as quickly and as close to the source of the problem as possible.
- 12.3 To put it beyond doubt, if there is a question, dispute or difficulty in relation to the interpretation, application or operation of this or any other applicable award or condition of employment, the dispute resolution procedure contained in Clause 11 of this Award must be followed.

### **13. Uniforms and Protective Clothing**

- 13.1 Sufficient and serviceable uniforms or overalls shall be supplied, free of cost, to each Operational Staff Member required to wear them, provided that any shift employee to whom a new uniform or part of a uniform has been supplied by the Department who without good reason, fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment therefore at a reasonable price.
- 13.2 An employee, on leaving the service of the Department, shall return any uniform or part thereof supplied by the Department which is still in use by that employee immediately or prior to leaving.
- 13.3 If the uniform of an employee is not laundered at the expense of the Department an allowance, as set out in Item 2 of Table 2(a), of Part B of this Award, shall be paid to such employee.
- 13.4 Each employee whose duties require them to work in the rain shall be supplied with suitable protective clothing upon request.
- 13.5 Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

### **14. Right of Entry to Association Officials**

- 14.1 Entry of Association Officials onto Departmental premises shall be in accordance with the *Industrial Relations Act* (NSW) 1996.

### 15. Area, Incidence and Duration

- 15.1 The Award shall apply to Operational Staff in the Agency as defined in Clause 3 of this Award who are employed under the provisions of the Act.
- 15.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Department of Human Services (Juvenile Justice)-38 Hour Week Operational Staff 2010) Award published 25 March 2011 (371 I.G. 172).
- 15.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 13 April 2012.

Changes made to this Award subsequent to it first being published on 25 February 2005 have been incorporated into this award as part of the review.

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

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay and Qualifications for positions covered by this Award**

(i) Unqualified Youth Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 1/07/2011 \$	Minimum Qualifications for Appointment under section 17 or 19 of the Act
1	-	GS Year 10	50,620	

(ii) Youth Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2011 \$	Minimum Qualifications for Appointment under section 17 or 19 of the Act
2	1	Min 1	53,407	6 Units of Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 1	54,977	
	3	Min 2	56,509	
3	1	Max 2	58,060	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *

Youth Officers who, as a consequence of the making of this award, and who have only completed Certificate III in Juvenile Justice shall be allowed to progress to Level 2 year 3 by meeting the requirements of incremental progression without first obtaining 6 units of Certificate IV in Youth Work or Youth Justice.

Annual increments shall occur on the anniversary of the completion of Certificate III or 6 units of competence in Certificate IV in Youth Work or Youth Justice subject to satisfactory performance.

## (iii) Shift Supervisor/Assistant Unit Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2011 \$	Minimum Qualifications for Appointment under section 17 or 19 of the Act
4	1	Min 4	63,425	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 4	65,376	
	3	Min 5	70,480	
	4	Max 5	72,702	

## (iv) Unit Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2011 \$	Minimum Qualifications for Appointment under section 17 or 19 of the Act
5	1	Min 6	75,552	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline * and Certificate IV in Frontline Management and/or equivalent related discipline *
	2	Max 6	77,767	
	3	Min 7	80,096	
	4	Max 7	82,491	

## (v) Assistant Manager

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2011 \$	Minimum Qualifications for Appointment under section 17 or 19 of the Act
6	1	Min 8	85,928	Completion of Diploma and/or Degree in a relevant discipline as set out in relevant Assistant Manager Position Description
	2	Max 8	88,660	
	3	Min 9	91,303	
	4	Max 9	93,870	

## (vi) Centre Manager - Level 7

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2011 \$	Minimum Qualifications for Appointment under section 17 or 19 of the Act
7	1	Min 10	97,702	Diploma and/or Degree in a relevant discipline *
	2	Max 10	100,613	

## (vii) Centre Manager - Level 8

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2011 \$	Minimum Qualifications for Appointment under section 17 or 19 of the Act
8	1	Min 11	105,602	Diploma and/or Degree in a relevant discipline *
	2	Max 11	110,079	

## (viii) Centre Manager - Level 9

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2011	Minimum Qualifications for Appointment under section 17 or 19 of the Act
9	1	Min 12	116,974	Diploma and/or Degree in a relevant discipline*
	2	Max 12	122,128	

A Centre Manager shall not have their level reduced by the making of this award.

## (ix) Kitchen Support Officer

Level	Year	Salary FPP 01/07/2011 \$	Qualification and Experience
1	1	41,771	Relevant experience
	2	43,539	

## (x) Vocational Instructor (Trade, Maintenance, Grounds)

Level	Year	Salary FPP 01/07/2011 \$	Qualification and Experience
1	1	50,620	Relevant experience
2	1	53,407	Relevant Trade Certificate and Train Small Groups qualification or equivalent plus relevant experience.
	2	54,977	
	2	56,509	
	2	58,060	

## (xi) Vocational Instructor (Cook)

Level	Year	Salary FPP 01/07/2011 \$	Qualification and Experience
1	1	41,771	Relevant experience
	2	43,539	
2	1	53,407	Relevant TAFE Certificate or TAFE Certificate in Hospitality (Commercial Cookery or Catering Operations) or equivalent and Train Small Groups qualification or equivalent plus relevant experience
	2	54,977	
	2	56,509	
	2	58,060	

## (xii) Vocational Instructor (Cook Supervisor)

Salary FPP 01/07/2011 \$ 60,369	Qualification and Experience
	TAFE Certificate II in Hospitality (Kitchen Operations) or equivalent, formerly called Certificate II in Commercial Cookery, and Train Small Groups or equivalent.

## (xiii) Logistics Officer

Level	Year	Salary FPP 01/07/2011 \$	Qualification and Experience
4	1	70,480	Certificate IV in Youth or Youth Justice and/or equivalent related discipline *
4	2	72,702	
5	3	75,552	
5	4	77,767	

## (xiv) Court Supervisor

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2011 \$	Minimum Qualifications for Appointment under section 17 or 19 of the Act
4	1	Min 4	63,425	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 4	65,376	
	3	Min 5	70,480	
	4	Max 5	72,702	

## (xv) Drug Detection Security and Intelligence Officer

Level	Year	A & C Grade Equivalent	Effective Date FPP 01/07/2011 \$	Minimum Qualifications for Appointment under section 17 or 19 of the Act
2	1	Min 1	53,407	6 Units of Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *
	2	Max 1	54,977	
	3	Min 2	56,509	
3	1	Max 2	58,060	Certificate IV in Youth Work or Youth Justice and/or equivalent related discipline *

\* Related and relevant disciplines are to be determined by the Department

**PART B****MONETARY RATES****Table 2 - Allowances and Additional Responsibilities Allowance**

## (a) Allowances

Item	Allowance	Salary FPP 01/07/2011 \$
1	Chokage Allowance	4.28 per day
2	Uniform Allowance	4.44 per week
3	Trade Allowance	1,620.00 per annum

## (b) "Allocated Youth Officer Handcuff Allowance"

Allowance	Salary FPP 01/07/2011 \$
Allocated Youth Officer Handcuff Allowance	1.15 per hour

C.G. STAFF J

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## **CROWN EMPLOYEES (GENERAL ASSISTANTS IN SCHOOLS - DEPARTMENT OF EDUCATION AND COMMUNITIES) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 119 of 2012)

Before The Honourable Mr Justice Staff

20 April 2012

### **REVIEWED AWARD**

#### **PART A**

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

###### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose of this Award
3.	Definitions
4.	Anti-Discrimination
5.	Rates of Pay
6.	Hours
7.	Training and Development
8.	Dispute Resolution Procedures
9.	Duties as Directed
10.	Deduction of Union Membership Fees
11.	Entitlements for Short Term Temporary Employees
12.	No Further Claims
13.	Area, Incidence and Duration

###### PART B

##### MONETARY RATES

Table 1 - Rates of Pay

##### **2. Purpose of This Award**

This award establishes the rates of pay of General Assistants.

##### **3. Definitions**

- 3.1 "Act" means the *Public Sector Employment and Management Act* 2002.
- 3.2 "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- 3.3 "General assistant" means a person appointed as such to a government school by the Director-General under the Act.
- 3.4 "Department" means the New South Wales Department of Education and Communities.

- 3.5 "Director-General" means the Director-General of Education and Communities.
- 3.6 "Full-time general assistant" means a general assistant employed for 38 hours per week.
- 3.7 "Industrial Relations Commission" means the Industrial Relations Commission established by the New South Wales *Industrial Relations Act 1996*.
- 3.8 "Long term temporary general assistant" means a general assistant employed on a temporary basis, either full-time or part-time, under Section 27 of the Act, for a period in excess of one school term.
- 3.9 "Part-time general assistant" means a general assistant who works up to 35.5 hours per week.
- 3.10 "Parties" means the Director-General, Department of Premier and Cabinet and the Association.
- 3.11 "Permanent general assistant" means any general assistant employed on a permanent basis, either full-time or part-time, under Sections 17 and 19 of the Act.
- 3.12 "Principal" means the principal of a Departmental school.
- 3.13 "School" means a Department school or other centre where instruction is provided by the Department and includes any place designated as part of, or as an annexe to, such school.
- 3.14 "Short term temporary general assistant" means a general assistant employed on a temporary basis, either full-time or part-time, under Section 27 of the Act, for a period of one school term or less.

#### 4. Anti-Discrimination

- 4.1 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.
- 4.2 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.
- 4.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.4 Nothing in this clause is to be taken to affect:
- 4.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 4.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 4.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 4.4.4 a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 4.5 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.

## 5. Rates of Pay

- 5.1 The rates of pay that apply to general assistants are set out in Table 1 - Rates of Pay of Part B, Monetary Rates.
- 5.2 Part-time general assistants who work 35.5 hours per week or less receive the relevant part-time rates of pay as set out in the said Table 1.
- 5.3 Short term temporary general assistants who work for one term or less receive a loaded rate of pay.
- 5.4 Long term temporary general assistants who work for more than one school term receive an unloaded rate of pay.
- 5.5 Salary Packaging Arrangements, including Salary Sacrifice to Superannuation An employee may elect, subject to the agreement of the Department to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement Award.

## 6. Hours

- 6.1 The ordinary hours of work for full-time general assistants shall be 38 per week and shall be worked between the hours of 6.00 am and 6.00 pm Monday to Friday (inclusive) for eight hours per day on 19 days of each 20 day cycle.
- 6.2 A general assistant shall be credited with 0.4 of one hour for each day worked with such time accruing as an entitlement to take one day off duty, with pay, in each four weekly cycle of 20 working days.
- 6.3 A general assistant who has not worked, or is not regarded by reason of subclauses 6.6 and 6.7 of this clause as having worked a complete four week cycle, shall receive pro-rata accrued entitlements for each day worked (or each fraction of a day worked) or regarded as having been worked in such cycle, payable for the rostered day off or, in the case of termination of employment on termination.
- 6.4 The general assistant's rostered day off duty prescribed in subclause 6.2 of this clause, shall be determined by mutual agreement between a general assistant and the principal of the school concerned. It may be taken on a rostered basis or accumulated and taken in the school vacation next occurring or such other method as may be agreed upon.
- 6.5 Once set the rostered day off duty may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the rostered day off is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- 6.6 A general assistant entitled to rostered days off duty in accordance with subclause 6.2 of this clause, shall continue to accumulate credit towards their rostered day off duty whilst on recreation, military, short, study, special and sick leave. Where a general assistant's rostered day off duty falls during a period of sick leave, the general assistant's available sick leave shall not be debited for that day.
- 6.7 Where a general assistant is absent on extended leave and/or workers' compensation during a cycle and returns prior to or on the rostered day off, time absent during that cycle shall be regarded as accruing 0.4 of one hour as prescribed in subclause 6.2 for each day towards the next rostered day off (pro-rata for part of a day). A general assistant who is absent on extended leave and/or workers' compensation for a full cycle shall not be entitled to an allocated day off.
- 6.8 Part-time general assistants shall not be entitled to a rostered day off but have ordinary daily hours of 7.6 or pro-rata for part of a day.

## 7. Training and Development

- 7.1 The Department confirms its commitment to training and development for general assistants.

- 7.2 Where required by the Department, general assistants will be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing high quality service.
- 7.3 General assistants will be entitled to reimbursement of any necessary expenses, as determined by the Department, regarding travel, meals and accommodation in attending training and development activities.

### **8. Dispute Resolution Procedures**

- 8.1 Subject to the provisions of the *Industrial Relations Act* 1996, should any dispute (including a question or difficulty) about an industrial matter arise, then the following procedures shall apply.
- 8.1.1 Should any dispute, or question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Association workplace representative will raise the dispute, question or difficulty with the principal or supervisor as soon as practicable.
- 8.1.2 The principal or supervisor will discuss the matter with the employee and/or Association representative within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and time frame for proceeding.
- 8.1.3 Should the above procedure be unsuccessful in producing a resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the individual employee or the Association may raise the matter with an appropriate officer of the Department with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 8.1.4 Where the procedures in paragraph 8.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the General Manager of Industrial Relations and Employment Services of the Department and the General Secretary of the Association. They or their nominees will discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 8.1.5 Should the above procedures not lead to resolution then either party may make application to the Industrial Relations Commission of New South Wales.

### **9. Duties as Directed**

- 9.1 The Director-General, delegate, nominee or representative may direct a general assistant to carry out such duties as are within the limits of the general assistant's skills, competence and training.
- 9.2 Any directions issued by the Director-General pursuant to subclause 9.1 of this clause shall be consistent with the Director-General's responsibility to provide a safe, healthy working environment.

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

- 10.1 The Association shall provide the employer with a schedule setting out the Association's fortnightly membership fees payable by members of the Association in accordance with the Association's rules.
- 10.2 The Association shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 10.3 Subject to 10.1 and 10.2 above, the employer shall deduct Association fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions.

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

### **11. Entitlements for Short Term Temporary Employees**

- 11.1 Other than as described under subclauses 11.3, 11.4, 11.5 and 11.6 of this clause, short term temporary employees are not entitled to any other paid or unpaid leave.
- 11.2 As set out in subclause 5.3, the short term temporary rates of pay incorporate a payment in lieu of a recreation leave entitlement.
- 11.3 Short term temporary employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955*.
- 11.4 Short term temporary 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).
- 11.4.1 The Director-General must not fail to re-engage a short term temporary employee who meets the definition of a regular casual employee because:
- (i) the employee or employee's spouse is pregnant; or
  - (ii) the employee is or has been immediately absent on parental leave.

The rights of the Director-General in relation to engagement and re-engagement of short term temporary employees are not affected, other than in accordance with this clause.

- 11.5 Personal Carers entitlement for short term temporary employees
- 11.5.1 Short term temporary 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 11.8.2 of the award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in 11.5.4, and the notice requirements set out in 11.5.5.
- 11.5.2 The Director-General and the short term temporary 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 short term temporary employee is not entitled to any payment for the period of non-attendance.
- 11.5.3 The Director-General must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Director-General to engage or not to engage a short term temporary employee are otherwise not affected.

11.5.4 The short term temporary employee shall, if required,

- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the Director-General or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

11.5.5 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director-General of their inability to attend for duty. If it is not reasonably practicable to inform the Director-General during the ordinary hours of the first day or shift of such absence, the employee will inform the Director-General within 24 hours of the absence.

11.6 Bereavement entitlements for short term temporary employees

11.6.1 Short term temporary employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the Director-General).

11.6.2 The Director-General and the short term temporary 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 short term temporary employee is not entitled to any payment for the period of non-attendance.

11.6.3 The Director-General must not fail to re-engage a short term temporary employee because the employee accessed the entitlements provided for in this clause. The rights of the Director-General to engage or not engage a short term temporary employee are otherwise not affected.

11.6.4 The short term temporary employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Director-General of their inability to attend for duty. If it is not reasonably practicable to inform the Director-General during the ordinary hours of the first day or shift of such absence, the employee will inform the Director-General within 24 hours of the absence.

11.7 The entitlement in accordance with this clause is subject to:

11.7.1 the employee being responsible for the care and support of the person concerned; and

11.7.2 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.

### 12. No Further Claims

The parties agree that there shall be no further claims in relation to issues covered by the award for the term of the award, except as allowed by the *Industrial Relations Act 1996*.

### 13. Area, Incidence and Duration

- 13.1 This award shall apply to all General Assistants as defined in clause 3 Definitions above.
- 13.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 April 2012.
- 13.3 Changes made to this award subsequent to it first being published on 28 September 2007 (363 I.G. 790) have been incorporated into this award as part of the review.
- 13.4 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 - Rate of Pay**

Effective from the beginning of the first pay period to commence on or after 8.7.11

General Assistant		
Full-time Permanent		
Junior	On employment	28,994
	After 12 months or at age 20	37,278
Adult	1st year	41,420
	2nd year	41,771
	3rd year	42,563
	4th year	43,539
	5th year	44,329
Part-time (Up to 35.5 HPW) Permanent		
Junior	On employment	16.10
	After 12 months or at age 20	20.68
Adult		23.62

Full-time (38 HPW) Temporary		
Unloaded Junior	On employment	14.64
Adult	After 12 months or at age 20	18.80
		20.87
Loaded Junior	On employment	15.84
Adult	After 12 months or at age 20	20.35
		22.65
Part-time (Up to 35.5 HPW) Temporary		
Unloaded Junior	On employment	16.10
Adult	After 12 months or at age 20	20.68
		23.62
Loaded Junior	On employment	17.43
Adult	After 12 months or at age 20	22.41
		25.57

C.G. STAFF *J*


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**CROWN EMPLOYEES (GENERAL MANAGERS,  
SUPERINTENDENTS, MANAGERS SECURITY AND DEPUTY  
SUPERINTENDENTS, DEPARTMENT OF ATTORNEY GENERAL  
AND 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*.

(No. IRC 92 of 2012)

Before The Honourable Mr Justice Staff

13 April 2012

**REVIEWED AWARD**

**PART A**

**1. Arrangement**

Clause No.	Subject Matter
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.	Higher Duties
16.	Performance Agreement
17.	Motor Vehicles
18.	Permanent Part-time
19.	Professional Conduct
20.	Equality of Employment and Elimination of Discrimination
21.	Harassment Free Workplace
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23.	Work Health and Safety
24.	Flexible Working and Operational Arrangements
25.	Deduction of Association Membership Fees
26.	Grievance and Dispute Resolution Procedures
27.	No Further Claims
28.	General
29.	Savings of Rights
30.	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 (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Attorney General 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 *Public Sector Employment and Management Act 2002*.

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

"Award" means this Award.

"Division Head" means the Director-General of the Department of Attorney General and Justice.

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

"Corrective Services (CSNSW)" means a division within the Department of Attorney General and Justice.

"Deputy Superintendent" means a commissioned officer occupying a position at the rank of Deputy Superintendent which is not attached to a Correctional Centre.

"General Manager" means a commissioned officer occupying a position at the rank of General Manager in charge of Correctional Centres, other than Mid North Coast, Dillwynia or Wellington, or other positions designated by the Division Head.

"Manager Security" means a commissioned officer occupying a position at the rank of Manager Security with the responsibility of managing the security of a Correctional Centre, other than Mid North Coast, Dillwynia or Wellington, or other position designated by the Division Head.

"Officer" means and includes all persons (as defined by the Act) permanently or temporarily appointed to a position within CSNSW pursuant to the provisions of the Act, at the rank of General Manager, Superintendent, Manager Security or Deputy Superintendent and who is occupying one of the positions covered by this Award at its operative date, or is appointed to or employed in one of these positions after that date.

"Permanent Part-time Officer" means an Officer who is engaged under the Act for set and regular hours that are less than the full contract hours of this Award.

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

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

"Superintendent" means a commissioned officer who is occupying a position at the rank of Superintendent which is not attached to a Correctional Centre.

#### 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:

Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006, published 10 March 2006 (357 IG 1108) with the exception of clauses: 10, 11, 12, 13, 14, 20, 21, 24, 35, 36, 39, 46, 47, 48, 49, 54, 55 and 91 - 107 inclusive.

Crown Employees (Transferred Employees Compensation) Award

- 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 officers shall be determined by the provisions of the Act, the Regulation and Personnel Handbook.

#### 5. Principles of Understanding

- 5.1 The parties acknowledge that the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, published 22 July 2005 (352 IG 602) 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 CSNSW'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.

#### 6. Hours of Work

- 6.1 The ordinary hours of work for officers under this Award shall be an average of 38 per week to be worked Monday to Sunday inclusive.

#### 7. Public Holidays

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

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

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

7.1.3 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

- 7.2 The additional payment shall be made after the 1st December in each year for the preceding twelve months, provided that:
- 7.2.1 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 paragraph 7.1.3 of this clause from the preceding 1st December until the date of termination, resignation or retirement.
- 7.2.2 Payment shall be made at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.
- 7.3 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 subclause 6.1 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. Where the rostered day off is changed by agreement, another day shall be substituted in the current roster cycle. Should this not be practicable the rostered day off 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 twelve 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 or extended leave is current throughout the roster cycle. Where an officer's 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 payment in lieu of rostered days off.

### **9. Additional Hours**

- 9.1 No payment for additional hours to the ordinary hours of employment shall be paid to officers under this Award. The only exception is in cases of emergency.
- 9.2 Officers who are recalled to duty on account of an emergency shall be entitled to the payment of overtime for all time worked in excess of the first two hours on each occasion.
- 9.3 After the initial two hours has been worked, then any subsequent work undertaken on account of an emergency 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 Sunday inclusive. The rate of payment for this work shall be the maximum rate for Clerk, Grade 8 plus one dollar.
- 9.4 For the purposes of this Award, emergencies are situations such as riot, fire, or hostage. Payment for hours worked in relation to any such incidents must be submitted for the approval of the officer's supervisor.

## 10. Ranking Structure

10.1 The following ranking structure shall apply:

General Manager (commissioned officer)

Superintendent (commissioned officer)

Manager Security (commissioned officer)

Deputy Superintendent (commissioned officer)

10.2 Vacancies at these ranks shall be advertised externally and internally within CSNSW, in accordance with the Act and filled by way of merit selection. This shall not apply to positions which can be suitably filled by way of internal transfer, redeployment, rotation, secondments or temporary appointment with the approval of the Division Head.

10.3 At the commencement of the former Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005, the positions of General Manager and Manager Security were advertised and filled by way of a merit selection process.

10.4 Officers successful in gaining appointment to positions covered by this Award shall be offered a placement in a location for a period of up to three years in recognition that the nature of CSNSW's operation may require their transfer to another location or position at the same rank from time to time. Officers shall have the opportunity to discuss any transfer of this nature with the Division Head prior to a transfer being affected under this subclause.

10.5 The Division Head 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.

10.6 Transfer costs, where applicable, shall be made in accordance with the provisions of the Crown Employees (Transferred Employees Compensation) Award 2009 or its replacement.

## 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 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. This includes work undertaken in accordance with the provisions of subclauses 9.2, 9.3 and 9.4 of clause 9 Additional Hours, of this Award. Actual expenses for meals and accommodation may be claimed in accordance with the meal expenses for one-day journeys and travelling compensation provisions of the Conditions Award when travelling on official business, with the rates prescribed to be used as an indicative upper limit.

11.4 Incidental Allowance: The annualised salary package contained in Part B, Schedule 1, Annualised Salary Package to this Award, incorporates an Incidental Allowance as described in the former Crown Employees (Commissioned Officers, Department of Corrective Services) Interim Award 2003 published 5 September 2003 (341 I.G. 386).

11.5 Salary Packaging, including Salary Sacrifice: An employee may elect, subject to the agreement of the CSNSW, to enter into a Salary Packaging Arrangement in accordance with the salary packaging provisions of the Crown Employees (Public Sector - Salaries 2008) Award or its replacement.

## **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 3 of the Act.
- 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 In accordance with the Recreation Leave provisions of the Conditions Award, officers under this Award shall be entitled to recreation leave of 20 working days paid leave per year. Additional recreation leave on full pay accrues to officers indefinitely stationed in a remote area at the rate of 5 working days per year.
- 13.2 At least two consecutive weeks of recreation leave shall be taken every 12 months, as specified in the Conditions Award, except by written agreement with the Division Head in special circumstances.
- 13.3 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 and administered in accordance with the provisions of the Annual Leave Loading clause in the Conditions Award.

## **15. Higher Duties**

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher position from time to time shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher position, be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher position.
- 15.2 This higher duties allowance shall not be paid unless the officer has performed the duties of the higher position for five complete and consecutive working days or more.

## **16. Performance Agreement**

- 16.1 All officers shall enter into a performance agreement with CSNSW.
- 16.2 Officers who have not met the targets in a performance agreement shall be counselled by the Division Head with the aim of developing a detailed developmental program to enable the officer to satisfactorily participate in planning of workplace performance and self-development.
- 16.3 The parties recognise that the Division Head, 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. Motor Vehicles**

- 17.1 Officers occupying positions under this Award may sublease vehicles from CSNSW in accordance with the arrangements in place for officers employed within the Senior Executive Service as contained in Premier's Directions in force at the time of the making of this Award and any variations made to these provisions thereafter. These arrangements are contained in CSNSW's Transport Policy and Procedure Manual.
- 17.2 Officers who do not elect to sublease a vehicle under subclause 17.1 of this clause and who are required to undertake on-call duties may have access to a pool vehicle for the performance of those CSNSW

duties. Use of a pool vehicle under this subclause must be subject to the approval of the officer's supervisor.

### **18. Permanent Part-Time**

- 18.1 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.
- 18.2 Part-time work arrangements must 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.

### **19. Professional Conduct**

- 19.1 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 Corporate Plan.
- 19.2 Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the CSNSW Guide to Conduct and Ethics in the performance of their duties. All officers shall be professional in their conduct with the public, other staff members and inmates.
- 19.3 Dress Policy: Officers shall comply with the requirements of the CSNSW Dress Policy, shall ensure their dress and grooming is of the highest standard and shall wear and display CSNSW's name tags. Officers are responsible for ensuring that all staff under their supervision comply with the CSNSW Dress Policy.
- 19.4 Officers shall have a thorough knowledge of and practice of the management of Case Management Principles, as defined by CSNSW's 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.

### **20. Equality of Employment and Elimination of Discrimination**

- 20.1 The parties are committed to providing a work environment which promotes the achievement of equality and elimination of discrimination in employment.

### **21. Harassment Free Workplace**

- 21.1 CSNSW is committed to ensuring that officers work in an environment free of harassment. Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- 21.2 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.
- 21.3 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.
- 21.4 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.
- 21.5 All officers are required to refrain from perpetuating, or being party to, any form of harassment.
- 21.6 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the relevant legislation.

## 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 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.
- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimize an officer because the officer has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to affect:
- 22.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 22.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 22.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 22.4.4 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.

### 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."

## 23. Work Health and Safety

- 23.1 At all times officers shall comply with the Work Health and Safety Act 2011 and Regulation.
- 23.2 The parties are committed to maintaining an accident-free and healthy workplace through:
- 23.2.1 Implementation of appropriate health and safety procedures.
- 23.2.2 Appropriate management and risk assessment practices.
- 23.2.3 The active and constructive involvement of all officers in promoting improvements to occupational health, safety and officer welfare.
- 23.2.4 Management and officer participation on Health and Safety Committees.
- 23.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the Work Health Safety Act 2011 and Regulation.



#### **24. Flexible Working and Operational Arrangements**

- 24.1 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 issued by the then Public Employment Office in October 1995.
- 24.2 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. General Managers are responsible for ensuring the Community Consultative Communities meet and operate within CSNSW guidelines.
- 24.3 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 as appropriate and representatives from Community Offender Services shall be allocated positions on Local Management Boards.
- 24.4 All officers occupying positions under this Award shall be on-call as required by their supervising officer and shall be able to respond to unanticipated circumstances in a prompt and reliable manner. An on-call allowance shall not be paid.
- 24.5 General Managers shall regularly inspect the correctional centres and workplaces under their responsibility. It is expected that each location shall be visited twice per month or more often if required by the officer's supervisor. All shifts operating at each location shall be included regularly as part of the inspection. Reports of these inspections shall be submitted to senior management as part of the monthly reporting requirements as contained in CSNSW's policy and procedures.
- 24.6 General Managers and Managers Security shall be on duty at the Correctional Centre on two weekends per month and shall have weekdays off as part of the annualised salary package. These days off must be in accordance with operational requirements and must be approved by the officer's supervisor.
- 24.7 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.
- 24.8 Any direction made pursuant to this clause shall be consistent with 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.

#### **25. Deduction of Association Membership Fees**

- 25.1 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.
- 25.2 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.
- 25.3 Subject to subclauses 25.1 and 25.2 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.
- 25.4 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 officers' membership accounts.

- 25.5 Unless other arrangements are agreed to by CSNSW and the Association, all Association membership fees shall be deducted by CSNSW on a fortnightly basis.

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

- 26.1 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.

- 26.2 Grievances shall be handled in accordance with the 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 a CSNSW's policy or procedure.
- 26.3 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.

- 26.4 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.

- 26.5 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.

The parties agree to exhaust the conciliation process before considering Step 6. The parties agree not to deliberately frustrate or delay these procedures.

Step 6: The dispute may be referred by either party to the Industrial Relations Commission to exercise its functions under the Industrial Relations Act 1996, provided the dispute is not a claim for general increases in salary or conditions of employment contained in this Award.

- 26.6 Each of the steps will be followed within a reasonable time frame having regard for the nature of the dispute.
- 26.7 While the parties are attempting to resolve the grievance/dispute, the parties shall continue to work in accordance with this Award and their contract of employment unless the staff member has a reasonable concern about an imminent risk to his or her safety. Subject to the Work Health and Safety Act 2011, even if the staff member has a reasonable concern about an imminent risk to his or her health or safety, the staff member must not unreasonably fail to comply with a direction from management to perform other available work, whether at the same correctional centre or another workplace, that is safe and appropriate for the staff member to perform.

### **27. No Further Claims**

- 27.1 It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to the officers covered by this Award.

### **28. General**

- 28.1 Nothing in this Award shall be construed as restricting the Division Head to alter the duties of any position or to abolish any position covered by this Award.

### **29. Savings of Rights**

- 29.1 Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award or its replacement, 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.

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

- 31.1 This Award shall apply to all officers as defined in clause 10, Ranking Structure of this Award.
- 31.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 April 2012.
- 31.3 Changes made to this award subsequent to it first being published on 31 July 2009 (368 I.G. 756) have been incorporated into this award as part of the review.

## **PART B**

### **SCHEDULE 1**

#### **Annualised Salary Package**

- 1.1 Annualised Salary

Rank	Annualised Salary from the first full pay period on or after 1 July 2011 \$
General Manager	163,623
Superintendent	150,136

Manager Security	138,038
Deputy Superintendent	128,595

- 1.2 The above salaries 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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C. G. STAFF *J.*

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**CROWN EMPLOYEES (HOME CARE SERVICE OF NEW SOUTH WALES - ADMINISTRATIVE STAFF - TRAINING WAGE) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(No. IRC 147 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

**ORDER OF RESCISSION**

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Home Care Service of New South Wales - Administrative Staff - Training Wage) Award 2007 published 9 May 2008 (365 I.G. 1325) as varied, be rescinded on and from 16 April 2012.

C.G. STAFF J

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Printed by the authority of the Industrial Registrar.

## **CROWN EMPLOYEES (INTERPRETERS AND TRANSLATORS, COMMUNITY RELATIONS COMMISSION) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 122 of 2012)

Before The Honourable Mr Justice Staff

26 April 2012

### **REVIEWED AWARD**

#### **PART A**

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

###### PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Parties to the Award
5.	Exhibition of Award
6.	Salaries
7.	Interpreter/Translator Classifications
8.	Casual Interpreters
9.	Casual Translators
10.	No Extra Claims
11.	Anti-Discrimination
12.	Grievance/Dispute Resolution Procedures
13.	Deduction of Union Membership Fees
14.	Savings of Rights
15.	Area, Incidence and Duration

###### PART B

###### MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Casual Rates of Pay

##### **2. Title**

This Award shall be known as the Crown Employees (Interpreters and Translators, Community Relations Commission) Award.

##### **3. Definitions**

- 3.1 "Act" means the *Public Sector Employment and Management Act* 2002.
- 3.2 "Association" means Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

- 3.3 "CRC" means the Office of Community Relations Commission of New South Wales, within the Department of Education and Communities as specified in Part 1 Division 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- 3.4 "Director-General, Department of Premier and Cabinet" (D-G DPC) shall mean the employer as established under the *Public Sector Employment and Management Act 2002*
- 3.5 "Interpreter/Translator" means a person with either interpreting or translation qualifications as specified under subclauses 7.2, 7.3 or 7.4 of clause 7, Interpreter/Translator Classifications, or means a person with both interpreting and translation qualifications which are as specified under the said subclauses 7.2, 7.3 or 7.4.
- 3.6 "Interpreting Assignment" means a single interpreting task or a number of interpreting tasks within any twenty four hour period, provided the time lapse between the scheduled conclusion of one task and the commencement of the next is not greater than two and a half hours. The time lapse between interpreting tasks will not be paid.
- 3.7 "NAATI" means the National Accreditation Authority for Translators and Interpreters.
- 3.8 "Service" means continuous service for salary purposes.
- 3.9 "Staff member" means an officer or temporary employee as defined in the Public Sector Employment and Management Act 2002 and, unless otherwise specified in this award, includes both full-time and part-time staff.

#### **4. Parties to the Award**

The parties to this award are the Director-General Department of Premier and Cabinet and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA).

#### **5. Exhibition of Award**

A copy of this Award is to be accessible to all Interpreters/Translators.

#### **6. Salaries**

- 6.1 Salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.
- 6.2 Staff members shall be paid in accordance with the rates set out in Table 1 - Rates of Pay, of Part B, Monetary Rates.
- 6.3 A person employed as a casual employee shall be paid the appropriate hourly rates at the level specified for the relevant position as set out in Table 2 - Rates of Pay, of Part B, Monetary Rates.
- 6.4 CRC may determine to commence a staff member or casual employee on a salary point above the Year 1 rate depending on their qualifications, skills, knowledge and experience.

#### **7. Interpreter/Translator Classifications**

- 7.1 An Interpreter/Translator has either interpreting or translation qualifications or both interpreting and translation qualifications.
- 7.2 Interpreting/Translating Officer

Qualification: Relevant community languages that NAATI neither accredits nor recognises. Initial appointment to the Interpreting/Translating Officer level shall be dependent upon the assessment of the ability, qualifications and skills in the community language of the applicant by an independent committee coordinated by the Community Relations Commission.

### 7.3 Interpreter/Translator

Qualification:

- (a) Accredited at Interpreter level or Translator level as demonstrated by way of the NAATI accreditation or equivalent accreditation authority at the time; or
- (b) meeting the qualifications/standards determined by the CRC.

### 7.4 Senior Interpreter/Translator

Qualification:

- (a) Accreditation at Conference Level (Interpreter) or Advanced Translator (Translators or above as demonstrated by way of NAATI accreditation or equivalent accreditation authority at the time); or
- (b) meeting the qualifications/standards determined by the CRC.

7.5 Incremental Progression is in accordance with the Public Sector Employment and Management Regulation 2009. The effective date of progression shall be the anniversary date of appointment to the position. Incremental progression for part-time staff members is the same as for full time staff members, that is, part-time staff members receive an increment annually.

## 8. Casual Interpreters

The parties agree that the employment of Interpreters on a casual basis shall not prejudice the employment of any permanent Interpreters/Translators.

- 8.1 Rates of Pay - Rates of pay for Casual Interpreters are as set out in Table 2 - Rates of Pay of Part B Monetary Rates for the relevant position. These hourly rates include an additional 20 per cent loading on the base rate in lieu of all leave entitlements, excluding extended leave. The 20 per cent loading in lieu of leave will not be paid in the overtime rates. A further 34.5 per cent loading will be applied to the base rate to cover the itinerant nature of the work being carried out within the normal work areas as specified under subclause 8.4 of this clause. This loading compensates Casual Interpreters for travel, meals, waiting time and travel time.
- 8.2 The base overtime rate in Table 2 - Rates of Pay, of Part B Monetary Rates is to be used to calculate all overtime payments. This rate does not include the 20% loading.
- 8.3 Commencement Rate and Incremental Progression for Casual Interpreters
  - (a) all Casual Interpreters employed after the date this award is made will commence on a rate calculated by reference to the Year 1 rate and will progress to the next rate on the anniversary date of appointment.
  - (b) CRC may consider a commencement rate above the Year 1 rate depending on the individual's qualifications, skills, knowledge and experience.
  - (c) Casual Interpreters employed at the date of commencement of this award will continue to be paid at a rate calculated by reference to the Year 5 rate.
- 8.4 Day Work Outside Normal Work Area - A Casual Interpreter shall be entitled to payment for travel time as per the Crown Employees (Public Service Conditions of Employment) Award 2009 for distances travelled when required to carry out day work outside their normal work area.
  - (a) for Interpreters classed as Sydney Interpreters the normal work area is the County of Cumberland as defined by the Crown Lands Office being the boundaries of the Sydney metropolitan area.



- (b) for Interpreters classed as Regional Interpreters, the normal work area is the area within an 80 km radius one way of either the Newcastle or Wollongong offices of the CRC or the home address of the Interpreter, whichever is closest to the assignment.
- 8.5 Minimum Hours of Work - A Casual Interpreter directed to work any interpreting assignment shall be paid a minimum of three ordinary hours work at the hourly rate for such assignment between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday.
- 8.6 A Casual Interpreter who works for more than three hours but less than eight hours between 7.30 a.m. and 6.00 p.m. Monday to Friday shall be paid for time actually worked beyond the three hours as follows:
- (a) assignments exceeding 3 hours by up to 29 minutes will be rounded for the first half hour, then
- (b) all subsequent time will be rounded to the next 15 minutes.
- 8.7 During work performed between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday a Casual Interpreter shall be entitled to take an unpaid luncheon period of a minimum of one half hour.
- 8.8 A Casual Interpreter required to perform work outside the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday shall be paid at the base overtime rate and receive meal allowance provisions in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 8.9 Cancellation Fees - Where a Casual Interpreter has been booked to work any assignment to be completed in a single day and the assignment is cancelled within 1 working day (24 hours) of the work due to commence, the Casual Interpreter shall be paid for three ordinary hours work.
- Where a Casual Interpreter has been booked for court or tribunal work exceeding a single day and the assignment is cancelled within 1 full working day (24 hours) of the work due to commence, the Casual Interpreter shall be paid three ordinary hours work per day for a maximum of two days that the assignment was booked. No cancellation fee is payable to the Casual Interpreter if alternative assignment(s) are allocated by the CRC during the period of the original assignment.
- 8.10 Travel Requiring Overnight Accommodation - Casual Interpreters required to travel to an assignment necessitating overnight accommodation shall receive payment in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Award 2009.

## 9. Casual Translators

The parties agree that the employment of Casual Translators shall not prejudice the employment of any permanent Interpreters/Translators.

For the purposes of this Award, 200 words of translation equate to one hour of translation, 45 minutes of editing, 30 minutes of proof reading and 45 minutes of checking.

Casual Translators work using their own equipment, work at a time suitable to themselves and are not accommodated in the workplace to carry out their duties therefore travel is not incurred.

### 9.1 Definitions

"Translations" are made up of two types which are defined as:

- (a) "Standard Documents" - these documents include personal documentation relating to an individual. They are not limited to but include a birth certificate, marriage certificate, baptismal/christening certificate, death certificate, driver's licence, passport and are deemed to be equal to one hundred words of translation. Standard documents exclude educational qualifications.

- (b) "Non-Standard Documents" - these are all other documents including educational qualifications, medical certificates, reports, letters and information pamphlets.

"Editing" - editing is the process of revision by translators of translations of texts and personal documents into English/target language and is performed by other translators. It includes verifying the spelling and grammar of the English/target language translation of the document.

"Proof Reading" - proof reading is the correction, with the aid of standard proof reading symbols, of typographical errors in printers proofs, or, using the same method, the revision of passages because the client has made minor changes to the source text.

"Checking" - checking is an independent linguistic comparison of a translation with the source text and with the preparation of an assessment report.

- 9.2 Rates of Pay - the rates of pay for Casual Translators are set out in Table 2 - Rates of Pay of Part B Monetary Rates for the relevant position. These hourly rates include an additional 20 per cent loading on the base rate in lieu of all leave entitlements, excluding extended leave, plus a 34.5 per cent loading covering use of their own equipment and premises.

9.3 Commencement Rate and Incremental Progression for Casual Translators

- (a) all Casual Translators employed after the date this award is made will commence on a rate calculated by reference to the Year 1 rate and will progress to the next rate on the anniversary date of appointment.
- (b) CRC may consider a commencement rate above the Year 1 rate depending on the individual's qualifications, skills, knowledge and experience.
- (c) Casual Translators employed at the date of commencement of this award will continue to be paid at a rate calculated by reference to the Year 5 rate.

#### **10. No Extra Claims**

Parties to this award are obliged not to pursue any extra claims except those allowed by Part 1, Division 1, of the *Industrial Relations Act 1996*.

#### **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 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.
- 11.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member or casual employee because that person has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 11.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;

- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this award from pursuing 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.
- (a) Staff members and casual 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."

## 12. Grievance/Dispute Resolution Procedures

All grievances, disputes or difficulties relating to the provision of the 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 including the Chair CRC, if required.

- 12.1 Staff members and casual employees are required to notify (in writing or otherwise) their immediate supervisor or manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible state the remedy sought.
- 12.2 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 or casual employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 12.3 The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within one working day, or as soon as practicable, of the matter being brought to their attention.
- 12.4 If the matter remains unresolved with the immediate supervisor or manager, the staff member or casual employee may require to meet with the appropriate person at the next level of management in order to resolve the matter. This manager should respond within one working day, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member or casual employee until the matter is referred to the Chair, CRC.
- 12.5 In the event that the matter remains unresolved, the Chair, CRC, shall provide a written response to the staff member or casual employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- 12.6 A staff member or casual employee may at any stage request to be represented by the Association representative.
- 12.7 The staff member or casual employee or Association on his/her behalf, or the Chair, CRC, may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 12.8 The staff member or casual employee, Association, Chair CRC and the Director-General, Department of Premier and Cabinet, shall agree to be bound by any lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.

- 13.9 Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any staff member or casual employee or member of the public.

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

- 13.1 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 union's rules.
- 13.2 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.
- 13.3 Subject to subclauses 13.1 and 13.2 of this clause, the employer shall deduct union fortnightly membership fees from the pay of any staff member or casual employee who is a member of the union in accordance with the union's rules, provided that the staff member or casual employee has authorised the employer to make such deductions.
- 13.4 Monies so deducted from the staff member's or casual 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 staff member's or casual employees' union membership accounts.
- 13.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 13.6 Where a staff member or casual 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 staff member or casual employee to make a fresh authorisation in order for such deduction to continue.

### **14. Savings of Rights**

Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award, or an Award replacing it, staff members and casual employees of the CRC will maintain the same salary relationship to the rest of the public service. Any such salary increase will be reflected in this Award either by variation to it, or by the making of a new Award.

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

- 15.1 This award shall apply to the classifications as defined herein.
- 15.2 The staff members and casual employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Public Sector Employment and Management Act 2002*, the *Public Sector Employment and Management Regulation 2009*, the *Crown Employees (Public Service Conditions of Employment) Award 2009* and the *Crown Employees (Public Sector - Salaries 2008) Award* or any awards replacing these awards.
- 15.3 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 26 April 2012.
- 15.4 Changes made to this award subsequent to it first being published on 26 March 2010 (370 I.G. 1) have been incorporated into this award as part of the review.
- 15.5 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 beginning of the first pay period to commence on or after the dates in the column headings

**Table 1 - Rates of Pay**

Classification and Grades	Per annum 1 July 2009 \$	Per annum 1 July 2010 \$	Per annum 1 July 2011 \$
Interpreting/Translating Officer			
Year 1	51,573	53,636	54,977
Year 2	54,976	57,175	58,604
Year 3	58,925	61,282	62,814
Interpreter/Translator			
Year 1	54,976	57,175	58,604
Year 2	58,925	61,282	62,814
Year 3	63,102	65,626	67,267
Year 4	66,844	69,518	71,256
Year 5	70,117	72,922	74,745
Senior Interpreter/Translator			
Year 1	72,196	75,084	76,961
Year 2	74,396	77,372	79,306
Year 3	77,384	80,479	82,491

**Table 2 - Casual Rates of Pay**

Casual Interpreter	1 July 2009 \$	1 July 2010 \$	1 July 2011 \$
Year 1			
Base Hourly Rate (Unloaded)	30.10	31.30	32.08
Hourly Rate (Base + 20% + 34.5%)	46.50	48.36	49.57
Base Overtime Rate (Base + 34.5%)	40.48	42.10	43.15
Year 2			
Base Hourly Rate (Unloaded)	32.27	33.56	34.40
Hourly Rate (Base + 20% + 34.5%)	49.86	51.85	53.15
Base Overtime Rate (Base + 34.5%)	43.40	45.14	46.27
Year 3			
Base Hourly Rate (Unloaded)	34.55	35.93	36.83
Hourly Rate (Base + 20% + 34.5%)	53.38	55.51	56.90
Base Overtime Rate (Base + 34.5%)	46.47	48.33	49.54
Year 4			
Base Hourly Rate (Unloaded)	36.60	38.06	39.01
Hourly Rate (Base + 20% + 34.5%)	56.55	58.81	60.28
Base Overtime Rate (Base + 34.5%)	49.23	51.20	52.48
Year 5			
Base Hourly Rate (Unloaded)	38.38	39.92	40.92
Hourly Rate (Base + 20% + 34.5%)	59.30	61.68	63.22
Base Overtime Rate (Base + 34.5%)	51.62	53.69	55.03
Casual Translator			
Year 1			
Standard Document Translation	23.25	24.18	24.78
Non Standard Document Translation			
First 200 words or part thereof	46.50	48.36	49.57
Then 100 words thereafter or part thereof	23.25	24.18	24.78

Editing			
First 200 words or part thereof	34.88	36.27	37.18
Then 100 words thereafter or part thereof	17.44	18.14	18.59
Proof Reading			
First 200 words or part thereof	23.25	24.18	24.78
Then 100 words thereafter or part thereof	11.63	12.09	12.39
Checking			
First 200 words or part thereof	34.88	36.27	37.18
Then 100 words thereafter or part thereof	17.44	18.14	18.59
Year 2			
Standard Document Translation	24.93	25.93	26.58
Non Standard Document Translation			
First 200 words or part thereof	49.86	51.85	53.15
Then 100 words thereafter or part thereof	24.93	25.93	26.58
Editing			
First 200 words or part thereof	37.39	38.89	39.86
Then 100 words thereafter or part thereof	18.70	19.44	19.93
Proof Reading			
First 200 words or part thereof	24.93	25.93	26.58
Then 100 words thereafter or part thereof	12.46	12.96	13.28
Checking			
First 200 words or part thereof	37.39	38.89	39.86
Then 100 words thereafter or part thereof	18.70	19.44	19.93
Year 3			
Standard Document Translation	26.69	27.76	28.45
Non Standard Document Translation			
First 200 words or part thereof	53.38	55.51	56.90
Then 100 words thereafter or part thereof	26.69	27.76	28.45
Editing			
First 200 words or part thereof	40.03	41.63	42.67
Then 100 words thereafter or part thereof	20.02	20.82	21.34
Proof Reading			
First 200 words or part thereof	26.69	27.76	28.45
Then 100 words thereafter or part thereof	13.34	13.88	14.23
Checking			
First 200 words or part thereof	40.03	41.63	42.67
Then 100 words thereafter or part thereof	20.02	20.82	21.34
Year 4			
Standard Document Translation	28.27	29.41	30.15
Non Standard Document Translation			
First 200 words or part thereof	56.55	58.81	60.28
Then 100 words thereafter or part thereof	28.27	29.41	30.15
Editing			
First 200 words or part thereof	42.41	44.11	45.21
Then 100 words thereafter or part thereof	21.21	22.05	22.60
Proof Reading			
First 200 words or part thereof	28.27	29.41	30.15
Then 100 words thereafter or part thereof	14.14	14.70	15.07
Checking			
First 200 words or part thereof	42.41	44.11	45.21
Then 100 words thereafter or part thereof	21.21	22.05	22.60

Year 5			
Standard Document Translation	29.68	30.87	31.64
Non Standard Document Translation			
First 200 words or part thereof	59.30	61.67	63.21
Then 100 words thereafter or part thereof	29.68	30.87	31.64
Editing			
First 200 words or part thereof	44.49	46.27	47.43
Then 100 words thereafter or part thereof	22.24	23.13	23.71
Proof Reading			
First 200 words or part thereof	29.68	30.87	31.64
Then 100 words thereafter or part thereof	14.83	15.42	15.81
Checking			
First 200 words or part thereof	44.49	46.27	47.43
Then 100 words thereafter or part thereof	22.24	23.13	23.71

C. G. STAFF J.

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**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)  
FORESTS NSW SENIOR STAFF AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 231 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

**REVIEWED AWARD**

**Arrangement**

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements Including Salary Sacrifice to Superannuation
5.	Family and Community Service Leave Personal/Carer's Leave and Flexible Use of Other Leave Entitlements
6.	Grievance and Dispute Resolution Procedure
7.	Uniforms
8.	Anti-Discrimination
9.	Savings of Rights
10.	Area, Incidence and Duration

**1. Title**

This Award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Forests NSW Senior Staff Award.

**2. Definitions**

"Act" shall mean the *Public Sector Employment and Management Act 2002*.

"Award" shall mean the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Forests NSW Senior Staff Award.

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

"Department" means - The NSW Department of Trade and Investment, Regional Infrastructure and Services.

"Department Head" means - The Director-General, the NSW Department of Trade and Investment, Regional Infrastructure and Services.

"Director-General, Department of Premier and Cabinet" means - the Director-General, Department of Premier and Cabinet, as established under the *Public Sector Employment and Management Act 2002*.



"Officer" means and includes, all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, or other appropriate Acts, and who, as at the operative date of this Award were occupying positions covered by this Award, or who after that date, are appointed to or employed in one such position.

Forests NSW " means the Forestry Commission of New South Wales trading as Forests NSW.

"Senior Staff Enterprise Agreement" means Agreement No 19/95.

"Staff member" means an officer, temporary employee or casual employee engaged under the Act.

### **3. Salaries**

- (1) All officers shall be paid in accordance with the salary structure set out in Schedule 1 to this Award.
- (2) The Salary level and relevant point on the salary scale will continue to be determined through the OCR job evaluation methodology, and subject to satisfactory performance and service.
- (3) Salaries described herein are paid in lieu of those contained in the Senior Staff Enterprise Agreement No. 19/95.

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

An employee may elect, subject to the agreement of the Department Head, to enter into a Salary Packaging Arrangement in accordance with the provisions of clause 5 of the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

### **5. Family and Community Service Leave, Personal/Carer's Leave and Flexible Use of Other Leave Entitlements**

Refer to the Crown Employees (Public Service Conditions of Employment) Award 2009 or any variation or replacement award for all entitlements.

### **6. Grievance and Disputes Resolution Procedures**

- (1) All grievances and disputes relating to the provisions of this Award shall 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.
- (2) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible state the remedy sought.
- (3) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti Discrimination Amendment Act 1977*, as amended) 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.
- (4) The immediate manager or other appropriate officer shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (5) If the matter remains unresolved with the immediate manager, the 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. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is referred to the Department Head.

- (6) The Department Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- (7) In the event that the matter remains unresolved, the Department Head shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.
- (8) A staff member may request to be represented by an Association Representative.
- (9) The staff member or Association on their behalf, or Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- (10) The staff member, Association, Department and Director-General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.
- (11) Whilst the procedures outlined in 9 to 10 of this clause are being followed, normal work undertaken prior to notification of the grievance, dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case of a dispute involving Work Health and Safety. If practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any officer, or member of the public.

#### **7. Uniforms**

Where Senior Staff are required to wear a uniform, the uniform will be provided in the terms of the Collateral Agreement with the Public Service Association of NSW.

#### **8. Anti-Discrimination**

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

## NOTES -

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

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

**9. Savings of Rights**

- (1) At the time of making this Award, no officer covered by this Award will suffer a reduction in his or her rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award.
- (2) Should there be a variation of the Crown Employees (Public Sector - Salaries 2008) Award or an Award replacing that Award, senior staff will maintain the same salary relationship to the rest of the Public Service. Any such salary increase will be reflected in this Award either by variation to it or by the making of a new Award.

**10. Area, Incidence and Duration**

- (1) This Award shall apply to all Senior Staff of the Forestry Commission of New South Wales (trading as Forests NSW) and currently covered by Enterprise Agreement No 19/95, and should be read in conjunction with the Enterprise Agreement.
- (2) The changes made to the award pursuant to the Award Review pursuant to section 19 (6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 16 April 2012.
- (3) Changes made to this Award subsequent to it first being published on 12 October 2007 (363 I.G. 1346) have been incorporated into this Award as part of the review.
- (4) The award remains in force until varied or rescinded, the period for which it was made having already expired.

**SCHEDULE 1****Senior Staff Salary Rates****Effective From The First Pay Period To Commence On Or After 1/07/2011**

Senior Staff - Forest NSW Classification and Grades	1/07/2011 Per annum 2.5% \$
Level 1	121,638 128,617
Level 2	128,618 138,998
Level 3	138,999 145,964
Level 4	145,965 149,922

C.G. STAFF *J*

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**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)  
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*.

(No. IRC 243 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

**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.	Savings of Rights
14.	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) Award 2009 or any variation or replacement Award.

"Department" means - The NSW Department of Trade and Investment, Regional Infrastructure and Services.

"Department Head" means - The Director-General, the NSW Department of Trade and Investment, Regional Infrastructure and Services.

"Director-General, Department of Premier and Cabinet" means - the Director-General, Department of Premier and Cabinet, as established under the *Public Sector Employment and Management Act 2002*.

"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 Trade and Investment, Regional Infrastructure and Services) State Library Security Staff Award .

## **3. Parties to the Award**

The parties to the Award are the Director-General, Department of Premier and Cabinet 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.

## **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 positions 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 Director-General, Department of Premier and Cabinet 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 Director-General, Department of Premier and Cabinet 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. Savings of Rights**

Should there be a variation to the Crown Employees (Public Sector - Salaries 2008) Award or an Award replacing that Award, employees of the State Library covered by this Award will maintain the same salary relationship to the rest of the public service. Any such increase will be reflected in this Award either by a variation to it or by the making of a new Award.

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

- (a) 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 16 April 2012.
- (b) Changes made to this Award subsequent to it first being published on 14 March 2008 (365 I.G. 121) have been incorporated into this Award as part of the review.
- (c) The 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 2011 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 1/7/11 \$
1st year	55,922
2nd year	57,915
3rd year	59,558
4th year	61,351

C.G. STAFF *J*

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)  
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*.

(No. IRC 225 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

**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 *Public Sector Employment and Management Act 2002*.

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

"Department" means the NSW Department of Trade and investment, Regional Infrastructure and Services.

"Department Head" means the Director-General of the NSW Department of Trade and investment, Regional Infrastructure and Services.

"Director" means the Director of the Australian Museum.

"Director-General of the Department of Premier and Cabinet" means the position of Director-General of the Department of Premier and Cabinet as established under the *Public Sector Employment and Management Act 2002*.

"Exhibition Project Officer Level 1" means a staff member 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 a staff member 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 a staff member 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 a staff member responsible for the control and direction of defined exhibition projects, including management of production teams and who possesses at a 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.

"Staff member" means an officer, temporary employee or casual employee engaged under the Act.

### 3. Salaries

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

Staff members appointed to the positions specified shall be paid the following salaries subject to the provisions of the *Public Sector Employment and Management Act 2002* and the *Public Sector Employment and Management Regulation 2009*.

Progression from Level 1 to Level 2 shall be subject to satisfactory conduct and performance and demonstrated willingness by the staff member to undergo a skills training program as defined and certified by the supervisor and approved by the Head, Exhibitions and Creative Services.

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 Head, Exhibitions and Creative Services. This review shall be undertaken annually based on the anniversary of service of the staff member.

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

A staff member 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 Director that

- (a) the staff member concerned has completed the necessary training and skills development and is able to demonstrate their ability to undertake such work; and
- (b) the staff member 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 Exhibition Project Manager and approved by the Head, Exhibitions and Creative Services. 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 Head, Exhibitions and Creative Services.

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

- (a) A review panel consisting of the Head, Exhibitions and Creative Services, the Assistant Director (Public Engagement) 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 Director the progression of a staff member from Exhibition Project Officer Level 5 to Exhibition Project Officer Level 6. Panel membership may be expanded to ensure representation of relevant EEO target groups.
- (b) The members of the panel shall examine a written statement prepared by the staff member in support of their progression, as well as any other Museum papers or completed projects illustrating either the type of work performed by the staff member or are otherwise relevant to the question of progression of the staff member.
- (c) In the event that the committee members disagree on a recommendation, a written report shall be furnished to the Director from each individual committee member stating the reasons why progression is considered appropriate, or not as the case may be. The Director shall make a determination, which is binding on all parties.

- (d) The staff member shall have right of appeal to the Director, 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 Director regarding the staff member'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) 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) Award 2009 or any variation or replacement award and the Personnel Handbook of New South Wales.

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

#### **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 Director 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) Award 2009 or any variation or replacement award and the Personnel Handbook of New South Wales.

### 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 Head, Exhibitions and Creative Services, an Exhibition Project Manager, 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 staff members covered by this Award will be on a project team basis, led by an Exhibition Project Manager.

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 staff members 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) The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect from 16 April 2012.
- (c) Changes made to this Award subsequent to it first being published 26 October 2007 (364 I.G. 83) have been incorporated into this Award as part of the review.
- (d) The Award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

Effective from the first pay period commencing on or after: 1 July 2010

Exhibition Project Managers and Project Officers - Australian Museum			
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.5% \$
Exhibition Project Officer			
Skill Level 1	46	52,104	53,407
Skill Level 2	52	55,131	56,509
Skill Level 3	58	58,249	59,705
Skill Level 4	64	61,878	63,425
Skill Level 5	67	63,781	65,376



Skill Level 6	78	70,929	72,702
Skill Level 7	83	74,429	76,290
Skill Level 8	88	78,142	80,096
Exhibition Project Manager			
Year 1	95	83,832	85,928
Year 2	98	86,498	88,660
Year 3	102	89,930	92,178

## 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 staff member 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 staff member. 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 both increase their skills in training and to meet the requirements of the Training Guarantee Legislation.

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.

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 staff member and an individual development and training program prepared on an annual basis by the staff member and supervisor, that will encompass the three different training options.

C. G. STAFF J.

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**CROWN EMPLOYEES (NSW DEPARTMENT OF TRADE AND  
INVESTMENT, REGIONAL INFRASTRUCTURE AND SERVICES)  
MUSEUM OF APPLIED ARTS AND SCIENCES - CASUAL GUIDE  
LECTURERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 228 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

**REVIEWED AWARD**

PART A

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

PART B

MONETARY RATES

Table 1-Wages

Appendix A

**PART A**

**1. Title**

This award shall be known as the Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award.

**2. Definitions**

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

"Award" means Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award.

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

"Department" means the NSW Department of Trade and Investment, Regional Infrastructure and Services.

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

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

"Director-General" means the Director-General of the Department of Premier and Cabinet.

"Staff member" means a person casually employed in accordance with s38 of the Act and who occupies a position as a Casual Guide Lecturer, covered by this Award.

### **3. Intention**

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

### **4. Wage Rates and Conditions of Employment**

- (i) The casual hourly rate for a Casual Guide Lecturer is set out in Part B, Table 1 - Monetary Rates. This rate is set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement award.
- (ii) Casual Guide Lecturers shall also receive the following entitlements in accordance with the Crown Employees (Public Service Conditions of Employment) 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.

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

### **5. Deduction of Association Membership Fees**

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

## 6. 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 appropriate Department, if required.
- (b) A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (c) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- (d) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- (e) If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- (f) The Department Head may refer the matter to the Director-General Department of Premier and Cabinet for consideration.
- (g) If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- (h) A staff member, at any stage, may request to be represented by the Association.
- (i) The staff member or the Association on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- (j) The staff member, Association, Department and Director-General Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- (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.

## 7. Anti-Discrimination

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

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

- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member because the staff member 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 staff members may also be subject to Commonwealth anti-discrimination legislation.
  - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

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

#### **8. Parties to the Award**

This award is made between the following parties:

Director-General, Department of Premier and Cabinet,

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

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

- (a) This award applies to those staff employed as Casual Guide Lecturers by the Museum of Applied Arts and Sciences.
- (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 the New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 16 April 2012.
- (c) Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 279) have been incorporated into this award as part of the review.
- (d) This award remains in force until varied or rescinded for the period for which it was made already having expired.

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

Crown Employees (NSW Department of Trade and Investment, Regional Infrastructure and Services) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award

Casual Guide Lecturers - Museum of Applied Arts and Sciences		
Classification	1.7.10 Per hour \$	1.7.11 Per hour 2.5% \$
Casual Guide Lecturer	38.56	39.52

**APPENDIX A**

(i) Casual staff members 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 staff member (see section 53(2) of the *Industrial Relations Act 1996*) because:

(A) the staff member or staff member's spouse is pregnant; or

(B) the staff member is or has been immediately absent on parental leave.

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

(ii) Personal Carers entitlement for staff members

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

(b) The Department Head and the staff member shall agree on the period for which the staff member will be entitled to not be available to attend work. In the absence of agreement, the staff member is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The staff member is not entitled to any payment for the period of non-attendance.

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

(d) The staff member shall, if required,

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

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

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

- (e) The staff member 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 staff member will inform the employer within 24 hours of the absence.

(iii) A family member for the purposes of (ii) (a) above is:

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

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

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

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

(iv) Bereavement entitlements for staff members

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

- (d) The staff member 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 staff member will inform the employer within 24 hours of the absence.

C. G. STAFF *J.*

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**CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2008) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 410 of 2012)

Before The Honourable Justice Backman

29 June and 6 July 2012

**VARIATION**

1. Insert the word "; and" at the end of paragraph (d) of subclause (iii) of clause 3, Salaries, of the award published 15 May 2009 (367 I.G. 1580).
2. Insert after paragraph (d) of subclause (iii) of clause 3, Salaries, the following new paragraph:
  - (e) a further 2.5% to salaries paid under paragraph (c) of this subclause, payable with effect from the first full pay period to commence on or after 1 July 2012.
3. Delete Schedule A, List of Awards, Agreements and Determinations and insert in lieu thereof the following:

**SCHEDULE A****LIST OF AWARDS, AGREEMENTS AND DETERMINATIONS**

The wages, salaries and relevant allowances under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the following Awards, Agreements and Determinations.

**Awards:**

Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Crown Employees (Aboriginal Housing Office) Award 2007

Crown Employees Ageing, Disability and Home Care - Department of Human Services NSW (Community Living Award) 2010

Crown Employees Casino Control Authority - Casino Inspectors (Transferred from the Department of Gaming and Racing) Award 2007

Crown Employees (Correctional Officers, Department of Corrective Services) Award

Crown Employees (Correctional Officers, Department of Corrective Services) Award 2007 for Kempsey, Dillwynia and Wellington Correctional Centres

Crown Employees (Department of Commerce) Award 2008

Crown Employees (Department of Environment and Climate Change) General Award

Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group) Conditions of Employment Award



Crown Employees (Department of Human Services (Juvenile Justice) 38 Hour Week Operational Staff 2010) - Award

Crown Employees (Department of the Arts, Sport and Recreation - Catering Officers) Award

Crown Employees (Department of the Arts, Sport and Recreation - Centre Managers) Award 2008

Crown Employees (Department of the Arts, Sport and Recreation - Program Officers) Award

Crown Employees (Department of the Arts, Sport and Recreation - Services Officers) Award

Crown Employees (Exhibition Project Managers and Officers) Australian Museum Award 2007

Crown Employees (General Assistants in Schools - Department of Education and Training) Award

Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2009

Crown Employees (General Staff - Salaries) Award 2007

Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2007

Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2007

Crown Employees (Interpreters and Translators, Community Relations Commission) Award

Crown Employees (Jenolan Caves Reserve Trust Division) Salaries Award

Crown Employees - Legal Officers (Crown Solicitor's Office, Office of the Legal Aid Commission, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Award

Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award 2008

Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award

Crown Employees (Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award 2007

Crown Employees (NSW Attorney General's Department - Reporting Services Branch) Sound Reporters Award 2007

Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Residential Centre Support Services Staff Award

Crown Employees (NSW Department of Services, Technology and Administration, Government Chief Information Office) Award 2009

Crown Employees (NSW Department of Community Services) After Hours Service Award

Crown Employees (NSW Department of Lands - Departmental Officers) Award

Crown Employees (NSW Department of Lands - Graphic Service Operators) Award

Crown Employees (NSW Department of Primary Industries) Domestic Services Officers Award

Crown Employees (NSW Department of Primary Industries) Fisheries Staff Award

Crown Employees (NSW Department of Primary Industries - Forests NSW) Forestry Field Officers Award

Crown Employees (NSW Department of Primary Industries - Forests NSW) Senior Staff Award

Crown Employees (NSW Department of Primary Industries) Geoscientists Award

Crown Employees (NSW Department of Primary Industries) Land Information Officers Award

Crown Employees (NSW Department of Primary Industries) Local Coordinator Allowance Award

Crown Employees (NSW Department of Primary Industries) Mine Safety and Environment Officers Award

Crown Employees (NSW Department of Primary Industries) Operational Staff Award

Crown Employees (NSW Department of Primary Industries) Professional Officers Award

Crown Employees (NSW Department of Primary Industries) Regulatory Officers Award

Crown Employees (NSW Department of Primary Industries) Technical Staff Award

Crown Employees (NSW Police Force Administrative Officers and Temporary Employees) Award 2009

Crown Employees (NSW Police Force Communications Officers) Award

Crown Employees (NSW Police Force Special Constables) (Police Band) Award

Crown Employees (NSW Police Force Special Constables) (Security) Award

Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award 2009

Crown Employees (Office of the NSW Food Authority - Food Safety Officers) Award

Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007

Crown Employees (Office of the WorkCover Authority - Inspectors 2007) Award

Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007

Crown Employees (Parliamentary Electorate Officers) Award

Crown Employees (Parliament House Conditions of Employment) Award 2010

Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award

Crown Employees (Planning Officers) Award 2008

Crown Employees (Psychologists) Award

Crown Employees (Public Service Conditions of Employment) Award 2009

Crown Employees (Research Scientists) Award 2007

Crown Employees (Rural Fire Service 2009) Award

Crown Employees (School Administrative and Support Staff) Award

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2009

Crown Employees (Senior Officers Salaries) Award 2007

Crown Employees (Sheriff's Officers) Award 2007

Crown Employees (State Emergency Service Communication Centre - Continuous Shift Workers) Award 2009

Crown Employees (State Emergency Service) Learning and Development Officers Award 2007

Crown Employees (State Emergency Service) Region Controllers Award 2008

Crown Employees (State Library Security Staff) Award 2007

Crown Employees (Technical Officers - Treasury) Award 2007

Crown Employees (Tipstaves to Justices) Award 2007

Crown Employees (Trades Assistants) Award

Zoological Parks Board of New South Wales Salaried Employees Award

### **Agreements and Determinations**

Adventure Facilitator, Oberon Correctional Centre - Department of Corrective Services Section 130 (1) Determination No. 955 of 2007

Architects etc. Agreement No. 1733 of 1971

Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service; Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of Applied Arts and Sciences Agreement No. 2196 of 1975

Bandmaster, Department of Corrective Services, Determination No. 936 of 2004

Cadet Conditions and Rates of Pay, Various Departments Determination No. 938 of 2004

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers All Departments Agreement No. 2439 of 1982

Casual Drug Counsellors - Department of Corrective Services Determination No. 935 of 2004

Community Offender Support Program Centres, Department of Corrective Services Determination No. 965 of 2008

Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981 and Determination No.801 of 1983

Computer Systems Officers -TAFE - Public Service Board Determination

Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC), Department of Corrective Services. Determination No. 968 of 2010

Conditions of Service for Program Support Officers, Offender External Leave Program, Department of Corrective Services. Determination No. 966 of 2009

Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services. Determination No. 964 of 2008

Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of Corrective Services. Determination No. 969 of 2011

Conditions of Service Team Leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice, Department of Human Services. Determination No. 967 of 2010

Conservators, Cultural Institutions Agreement No. 2504 of 1987

Co-ordinators and Directors, Community Justice Centres, Department of the Attorney General Determination No. 808 of 1983

Coordinator, Visual Arts, Long Bay Correctional Complex - Department of Corrective Services Determination No. 929 of 2002

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Dental Auxiliaries (TAFE) - Public Service Board Advice 77/4514 of 14.7.82

Departmental Professional Officers Determination No. 866 of 1987

Department of Transport Officers Employment Conditions Agreement No. 2548 of 1998

Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board Determination No. 473 of 1975

Education Officer Department of Training and Education Co-ordination Determination No. 912 of 1996

Engineers Agreement No. 1734 of 1971

Escorts and Travelling Attendants Agreement No. 2270 of 1980

Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No. 2320 of 1982; Gardening, Parks and Horticultural and Landscape Staff Agreement No. 2266 of 1980; Determination No. 767 of 1982

General Division Driver/Assistant etc Various Departments Agreement No. 2478 of 1985

General Division (Trade Based Groups) Agreement No. 2301 of 1980; Amending Agreement No. 2317 of 1981; Determination No. 764 of 1982

Glenfield Park School Staff, Department of Education, Determination No. 787 of 1983

Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989

Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific) and Senior Technical Officer (Scientific), Various Departments Agreement No. 2369 of 1982

Legal Officers, Various Departments Agreement No. 2375 of 1982

Maintenance Officer State Library of NSW, Determination No 939 of 2004

Media Monitoring Unit, Premier's Department Agreement No. 2546 of 1997

Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No. 953 of 2007

Miscellaneous Professional Officers, Department of Water Resources Agreement No. 2535 of 1991

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

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

Parole Officers, Department of Corrective Services Industrial Authority Determination

Petty Sessions Officers - Local Courts Administration Determination No. 741 of 1982

Pharmacists Agreement No. 2441 of 1982

Pilots Forestry Commission Determination No. 843 of 1985

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 963 of 2008

Publicity Officers and Public Relations Officers Agreement No. 2126 of 1975

Scientific Officers Various Departments Agreement No. 2433 of 1982

Security Officers and Senior Security Officers, Various Departments Determination No. 768 of 1982

Social Workers, Various Departments Agreement No. 2374 of 1982

Stores Officers Various Departments; Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982

Student Association Officer, Department of Technical and Further Education Determination No. 5 of 2001

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments Agreement No. 2449 of 1982

Technical Officers (Engineering) Determination No. 803 of 1983

Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technician (Security Services), Department of Education and Training, Public Service Board Determination dated 4 February 1988

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyards) Salaries Agreement No. 2418 of 1982

Tracers, Various Departments, Agreement No.2192 of 1975

Visual Aids Officers Agreement No.1810 of 1971

4. Delete Schedule B Common Salary Points in Schedule B and insert in lieu thereof the following:

**COMMON SALARY POINTS**

		1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Common Salary Point:	1	21,183	21,713	22,256
	2	22,604	23,169	23,748
	3	23,795	24,390	25,000
	4	25,229	25,860	26,507
	5	26,830	27,501	28,189
	6	28,630	29,346	30,080
	7	30,432	31,193	31,973
	8	32,518	33,331	34,164
	9	34,483	35,345	36,229
	10	36,473	37,385	38,320
	11	36,809	37,729	38,672
	12	37,136	38,064	39,016
	13	37,508	38,446	39,407
	14	37,899	38,846	39,817
	15	38,256	39,212	40,192
	16	38,696	39,663	40,655
	17	39,670	40,662	41,679
	18	40,061	41,063	42,090
	19	40,410	41,420	42,456
	20	40,752	41,771	42,815
	21	41,142	42,171	43,225
	22	41,525	42,563	43,627
	23	42,477	43,539	44,627
	24	42,895	43,967	45,066
	25	43,248	44,329	45,437
	26	43,598	44,688	45,805
	27	43,949	45,048	46,174
	28	44,320	45,428	46,564
	29	44,777	45,896	47,043
	30	45,159	46,288	47,445
	31	45,519	46,657	47,823
	32	45,959	47,108	48,286
	33	46,332	47,490	48,677
	34	46,767	47,936	49,134
	35	47,145	48,324	49,532
	36	47,625	48,816	50,036
	37	48,080	49,282	50,514
	38	48,481	49,693	50,935
	39	48,980	50,205	51,460
	40	49,384	50,619	51,884
	41	49,940	51,189	52,469
	42	50,332	51,590	52,880
	43	50,831	52,102	53,405
	44	51,209	52,489	53,801
	45	51,707	53,000	54,325
	46	52,104	53,407	54,742
	47	52,651	53,967	55,316
	48	53,089	54,416	55,776
	49	53,636	54,977	56,351
	50	54,155	55,509	56,897
	51	54,576	55,940	57,339

	52	55,131	56,509	57,922
	53	55,603	56,993	58,418
	54	56,089	57,491	58,928
	55	56,644	58,060	59,512
	56	57,175	58,604	60,069
	57	57,679	59,121	60,599
	58	58,249	59,705	61,198
	59	58,858	60,329	61,837
	60	59,404	60,889	62,411
	61	60,005	61,505	63,043
	62	60,571	62,085	63,637
	63	61,282	62,814	64,384
	64	61,878	63,425	65,011
	65	62,399	63,959	65,558
	66	63,136	64,714	66,332
	67	63,781	65,376	67,010
	68	64,249	65,855	67,501
	69	64,985	66,610	68,275
	70	65,626	67,267	68,949
	71	66,282	67,939	69,637
	72	66,848	68,519	70,232
	73	67,539	69,227	70,958
	74	68,075	69,777	71,521
	75	68,761	70,480	72,242
	76	69,518	71,256	73,037
	77	70,113	71,866	73,663
	78	70,929	72,702	74,520
	79	71,497	73,284	75,116
	80	72,273	74,080	75,932
	81	72,922	74,745	76,614
	82	73,709	75,552	77,441
	83	74,429	76,290	78,197
	84	75,084	76,961	78,885
	85	75,870	77,767	79,711
	86	76,548	78,462	80,424
	87	77,372	79,306	81,289
	88	78,142	80,096	82,098
	90	78,929	80,902	82,925
	90	79,710	81,703	83,746
	91	80,479	82,491	84,553
	92	81,224	83,255	85,336
	93	82,077	84,129	86,232
	94	82,959	85,033	87,159
	95	83,832	85,928	88,076
	96	84,711	86,829	89,000
	97	85,562	87,701	89,894
	98	86,498	88,660	90,877
	99	87,328	89,511	91,749
	100	88,220	90,426	92,687
	101	89,076	91,303	93,586
	102	89,930	92,178	94,482
	103	90,757	93,026	95,352
	104	91,580	93,870	96,217
	105	92,513	94,826	97,197
	106	93,450	95,786	98,181
	107	94,382	96,742	99,161
	108	95,319	97,702	100,145
	109	96,266	98,673	101,140
	110	97,210	99,640	102,131

	111	98,159	100,613	103,128
	112	99,116	101,594	104,134
	113	100,070	102,572	105,136
	114	101,024	103,550	106,139
	115	102,024	104,575	107,189
	116	103,026	105,602	108,242
	117	104,050	106,651	109,317
	118	105,083	107,710	110,403
	119	106,236	108,892	111,614
	120	107,394	110,079	112,831
	121	108,317	111,025	113,801
	122	109,234	111,965	114,764
	123	110,451	113,212	116,042
	124	111,665	114,457	117,318
	125	112,896	115,718	118,611
	126	114,121	116,974	119,898
	127	115,317	118,200	121,155
	128	116,526	119,439	122,425
	129	117,834	120,780	123,800
	130	119,149	122,128	125,181

5. Delete Part B Monetary Rates and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

#### AWARDS

#### Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007

Classification and Grades	Administrative and Clerical Officer			
	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Clerks General Scale				
Clerks General Scale step 1	4	25,229	25,860	26,507
Clerks General Scale step 2	6	28,630	29,346	30,080
Clerks General Scale step 3 - 1st year of service or 18 years	7	30,432	31,193	31,973
Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate Qualification at 19 years of age	9	34,483	35,345	36,229
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent	11	36,809	37,729	38,672



and is qualified at HSC standard at 17 years of age				
- employee 20 years of age				
Clerks General Scale step 6 - Minimum	17	39,670	40,662	41,679
for employee 21 years of age				
Clerks General Scale step 7	20	40,752	41,771	42,815
Clerks General Scale step 8	23	42,477	43,539	44,627
Clerks General Scale step 9	25	43,248	44,329	45,437
Clerks General Scale step 10	28	44,320	45,428	46,564
Clerks General Scale step 11	32	45,959	47,108	48,286
Clerks General Scale step 12	36	47,625	48,816	50,036
Clerks General Scale step 13	40	49,384	50,619	51,884
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale	-	51,497	52,784	54,104
Grade 1				
1st year of service	46	52,104	53,407	54,742
Thereafter	49	53,636	54,977	56,351
Grade 2				
1st year of service	52	55,131	56,509	57,922
Thereafter	55	56,644	58,060	59,512
Grade 3				
1st year of service	58	58,249	59,705	61,198
Thereafter	61	60,005	61,505	63,043
Grade 4				
1st year of service	64	61,878	63,425	65,011
Thereafter	67	63,781	65,376	67,010
Grade 5				
1st year of service	75	68,761	70,480	72,242
Thereafter	78	70,929	72,702	74,520
Grade 6				
1st year of service	82	73,709	75,552	77,441
Thereafter	85	75,870	77,767	79,711
Grade 7				
1st year of service	88	78,142	80,096	82,098
Thereafter	91	80,479	82,491	84,553
Grade 8				
1st year of service	95	83,832	85,928	88,076
Thereafter	98	86,498	88,660	90,877
Grade 9				
1st year of service	101	89,076	91,303	93,586
Thereafter	104	91,580	93,870	96,217
Grade 10				
1st year of service	108	95,319	97,702	100,145
Thereafter	111	98,159	100,613	103,128
Grade 11				
1st year of service	116	103,026	105,602	108,242
Thereafter	120	107,394	110,079	112,831
Grade 12				
1st year of service	126	114,121	116,974	119,898
Thereafter	130	119,149	122,128	125,181

**Crown Employees Ageing, Disability And Home Care - Department Of Human Services NSW  
(Community Living Award) 2010**

Classification and Grades	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Disability Support Worker		
Year 1	45,319	46,452
Year 2	46,116	47,269
Year 3	47,324	48,507
Year 4	48,244	49,450
Year 5	49,155	50,384
Year 6	50,508	51,771
Year 7	51,385	52,670
Year 8	52,291	53,598
Year 9	54,041	55,392
Year 10	55,798	57,193
Team Leader - One Unit		
Year 1	80,096	82,098
Year 2	81,703	83,746
Team Leader - Two Units		
Year 1	82,491	84,553
Year 2	84,129	86,232
Community Support Worker		
Year 1	45,319	46,452
Year 2	46,116	47,269
Year 3	47,324	48,507
Year 4	48,244	49,450
Year 5	49,155	50,384
Community Worker		
Year 1	49,155	50,384
Year 2	50,508	51,771
Year 3	52,291	53,598
Year 4	55,320	56,703
Year 5	57,893	59,340
Year 6	60,789	62,309
Year 7	64,002	65,602
Year 8	67,080	68,757
Community Consultant		
Year 1	64,715	66,333
Year 2	67,940	69,639
Year 3	70,480	72,242
Year 4	73,283	75,115
Year 5	76,961	78,885

Transitional Arrangements for Residential Support Workers Level 2 with 12 months or more service at their current rate of pay who were prevented from further annual increments due to qualification requirements under previous award provisions.

Classification and Grades	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Residential Support Worker Level 2		
Year 1	48,244	49,450
Year 2	49,155	50,384
Year 3	50,508	51,771
Year 4	51,385	52,670
Year 5	52,291	53,598
Year 6	54,041	55,392
Disability Support Worker		
Year 5	49,155	50,384
Year 6	50,508	51,771
Year 7	51,385	52,670
Year 8	52,291	53,598
Year 9	54,041	55,392
Year 10	55,798	57,193
Allowances	1.7.11 Per annum 2.50%	1.7.12 Per annum 2/5-%
(i) An officer who is required by the Department to accompany clients on excursions, etc, which necessitate overnight stays shall be paid in allowance equivalent to eight hours at ordinary rates for each overnight stay		
(ii) An officer who is nominated to supervise a team in a community based service, other than in a residential setting, shall be paid a Team Leader Allowance as follows		
No of staff Supervised 5 to 10	3,483	3,570
No of staff Supervised 11 to 25	5,816	5,961
No of staff supervised 26 to 40	8,151	8,355
No of staff Supervised 40 +	9,300	9,533

**Crown Employees Casino Control Authority - Casino Inspectors (Transferred from the Department of Gaming and Racing) Award 2007**

Casino Inspectors, Department of Gaming and Racing				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Preliminary Training Rates - Inspectors				
Inspector - 1st Year of Service	64	61,878	63,425	65,011
Inspector - 2nd Year of Service	67	63,781	65,376	67,010
Inspector - 3rd Year of Service	75	68,761	70,480	72,242
Thereafter	78	70,929	72,702	74,520
Salary Rates - Inspectors				
Inspector - 1st Year of Service		80,444	82,455	84,516
Inspector - 2nd Year of Service		82,913	84,986	87,111

Inspector - 3rd Year of Service		89,389	91,624	93,915
Thereafter		92,210	94,515	96,878
Preliminary Training Rates - Supervising Inspectors				
Supervising Inspector - 1st year of Service	88	78,142	80,096	82,098
Supervising Inspector - 2nd year of Service	91	80,479	82,491	84,553
Supervising Inspector - 3rd year of Service	95	83,832	85,928	88,076
Thereafter	98	86,498	88,660	90,877
Salary Rates - Supervising Inspector				
Supervising Inspector - 1st year of Service	-	101,585	104,125	106,728
Supervising Inspector - 2nd year of Service	-	104,622	107,238	109,919
Supervising Inspector - 3rd year of Service	-	108,983	111,708	114,501
Thereafter	-	112,448	115,259	118,140

**Crown Employees (Correctional Officers, Department of Corrective Services) Award**

Incidental Allowance -	1.7.10 Per annum	1.7.11 Per annum 2.50%	1.7.12 Per annum 2.50%
Probationary Correctional Officer (in training)	n/a	n/a	n/a
Probationary Correctional Officer (on graduation)	850	871	893
Correctional Officer 1st year	1,276	1,308	1,341
Correctional Officer 2nd year and thereafter	1,704	1,747	1,791
Correctional Officer, First Class 1st year	2,549	2,613	2,678
Correctional Officer, First Class 2nd year and thereafter	2,549	2,613	2,678
Senior Correctional Officer	4,248	4,354	4,463
Overseer 1st year	2,549	2,613	2,678
Overseer 2nd year and thereafter	2,549	2,613	2,678
Senior Overseer	4,248	4,354	4,463

**Crown Employees (Correctional Officers, Department Of Corrective Services) Award 2007 for Kempsey, Dillwynia And Wellington Correctional Centres**

Annualised Salary Package - Kempsey, Dillwynia and Wellington Correctional Centres			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
General Manager	159,632	163,623	167,714
Manager of Security	134,671	138,038	141,489
Principal Correctional Officer	104,054	106,655	109,321
Chief Correctional Officer	97,398	99,833	102,329

**Correctional Officers - Kempsey, Dillwynia and Wellington Correctional Centres**

	Common Salary Points	Per annum \$	Per annum 2.50% \$	Per annum 2.50% \$
<b>Correctional Officers:</b>				
Senior Correctional Officer	69	64,985	66,610	68,275
Correctional Officer 1st Class Year 2	63	61,282	62,814	64,384
Correctional Officer 1st Class Year 2	55	56,644	58,060	59,512
Correctional Officer Year 2	49	53,636	54,977	56,351
Correctional Officer Year 1	47	52,651	53,967	55,316
Correctional Officer Probationary	45	51,707	53,000	54,325
Correctional Officer (Training)	45	51,707	53,000	54,325
<b>Incidental Allowance:</b>				
Senior Correctional Officer	-	4,248	4,354	4,463
Correctional Officer 1st Class Years 1 and 2	-	2,549	2,613	2,678
Correctional Officer Year 2	-	1,704	1,747	1,791
Correctional Officer Year 1	-	1,276	1,308	1,341
Correctional Officer Probationary	-	850	871	893
<b>Industrial Officers:</b>				
Principal Industry Officer Level 1	-	108,506	111,219	113,999
Principal Industry Officer Level 2	-	103,267	105,849	108,495
Chief Industry Officer	-	98,361	100,820	103,341
Senior Overseer	80	72,273	74,080	75,932
Overseer	69	64,985	66,610	68,275
<b>Incidental Allowance</b>				
Senior Overseer	-	4,248	4,354	4,463
Overseer	-	2,549	2,613	2,678

**Crown Employees (Department of Commerce) Award 2008**

Department of Commerce (other than GCIO, OFT, OIR, Businesslink)			
Classifications and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
<b>DPWS Professional Staff -</b>			
General Scale 1	30,851	31,622	32,413
General Scale HSC 19 years	34,956	35,830	36,726
General Scale 2 or age 20	37,311	38,244	39,200
General Scale 3 or age 21	40,212	41,217	42,247
General Scale 4	41,312	42,345	43,404
General Scale 5	43,055	44,131	45,234
General Scale 6	43,839	44,935	46,058
General Scale 7	44,929	46,052	47,203
General Scale 8	46,589	47,754	48,948
General Scale 9	48,279	49,486	50,723
General Scale 10	50,057	51,308	52,591
General Scale 11	51,530	52,818	54,138
General Scale 12	52,815	54,135	55,488
General Scale 13	54,367	55,726	57,119

Grade 1			
Year 1	54,894	56,266	57,673
Year 2	57,959	59,408	60,893
Year 3	62,119	63,672	65,264
Year 4	66,523	68,186	69,891
Year 5	70,468	72,230	74,036
Grade 2			
Year 1	74,720	76,588	78,503
Year 2	77,598	79,538	81,526
Year 3	80,007	82,007	84,057
Year 4	82,338	84,396	86,506
Grade 3			
Year 1	86,736	88,904	91,127
Year 2	89,428	91,664	93,956
Year 3	92,835	95,156	97,535
Year 4	95,675	98,067	100,519
Grade 4			
Year 1	100,472	102,984	105,559
Year 2	103,417	106,002	108,652
Year 3	105,479	108,116	110,819
DPWS Senior Professional Staff -			
Senior 1			
Year 1	109,800	112,545	115,359
Year 2	111,963	114,762	117,631
Senior 2			
Year 1	114,444	117,305	120,238
Year 2	116,900	119,823	122,819
Senior 3			
Year 1	119,448	122,434	125,495
Year 2	120,781	123,801	126,896
DPWS Project Staff -			
Grade 1			
Year 1	65,168	66,797	68,467
Year 2	66,256	67,912	69,610
Grade 2			
Year 1	70,506	72,269	74,076
Year 2	72,539	74,352	76,211
Grade 3			
Year 1	74,774	76,643	78,559
Year 2	77,002	78,927	80,900
Grade 4			
Year 1	79,230	81,211	83,241
DPWS Senior Management			
Grade 1			
Year 1	130,940	134,214	137,569
Year 2	137,541	140,980	144,505
Grade 2 -			
Year 1	144,136	147,739	151,432
Year 2	150,739	154,507	158,370
DPWS Staff -			
General Scale 1	30,851	31,622	32,413
General Scale HSC 19 yrs	34,956	35,830	36,726
General Scale 2 or age 20	37,311	38,244	39,200
General Scale 3 or age 21	40,212	41,217	42,247
General Scale 4	41,312	42,345	43,404
General Scale 5	43,055	44,131	45,234
General Scale 6	43,839	44,935	46,058

General Scale 7	44,929	46,052	47,203
General Scale 8	46,589	47,754	48,948
General Scale 9	48,279	49,486	50,723
General Scale 10	50,057	51,308	52,591
* Personal	51,530	52,818	54,138
Grade 1 -			
Year 1	52,815	54,135	55,488
Year 2	54,367	55,726	57,119
Grade 2 -			
Year 1	55,889	57,286	58,718
Year 2	57,417	58,852	60,323
Grade 3 -			
Year 1	59,048	60,524	62,037
Year 2	60,829	62,350	63,909
Grade 4 -			
Year 1	62,729	64,297	65,904
Year 2	64,653	66,269	67,926
Grade 5 -			
Year 1	69,703	71,446	73,232
Year 2	71,906	73,704	75,547
Grade 6 -			
Year 1	74,720	76,588	78,503
Year 2	76,907	78,830	80,801
Grade 7 -			
Year 1	79,217	81,197	83,227
Year 2	81,586	83,626	85,717
Grade 8 -			
Year 1	84,979	87,103	89,281
Year 2	87,686	89,878	92,125
Grade 9 -			
Year 1	90,297	92,554	94,868
Year 2	92,835	95,156	97,535
Grade 10 -			
Year 1	96,630	99,046	101,522
Year 2	99,504	101,992	104,542
Grade 11 -			
Year 1	104,438	107,049	109,725
Year 2	108,866	111,588	114,378
Grade 12 -			
Year 1	115,685	118,577	121,541
Year 2	120,781	123,801	126,896
DPWS Technical Staff (A) -			
General Scale 1 or 16 years	25,578	26,217	26,872
General Scale 2 or 17 years	29,024	29,750	30,494
General Scale 3 or 18 years	30,851	31,622	32,413
General Scale 4 or 20 years	34,956	35,830	36,726
General Scale 5 or 21 years	37,311	38,244	39,200
General Scale 6	40,212	41,217	42,247
General Scale 7	41,312	42,345	43,404
General Scale 8	43,055	44,131	45,234
General Scale 9	43,839	44,935	46,058
General Scale 10	44,929	46,052	47,203
General Scale 11	46,589	47,754	48,948
General Scale 12	48,279	49,486	50,723
General Scale 13	50,057	51,308	52,591

General Scale 14	51,530	52,818	54,138
Grade I -			
Year 1	53,819	55,164	56,543
Year 2	55,330	56,713	58,131
Year 3	56,856	58,277	59,734
Year 4	57,959	59,408	60,893
Year 5	59,666	61,158	62,687
Grade II -			
Year 1	62,729	64,297	65,904
Year 2	64,001	65,601	67,241
Year 3	65,132	66,760	68,429
Year 4	66,523	68,186	69,891
Grade III -			
Year 1	71,072	72,849	74,670
DPWS Senior Technical (A) -			
Senior I -			
Year 1	69,703	71,446	73,232
Year 2	71,072	72,849	74,670
Year 3	73,260	75,092	76,969
Senior II -			
Year 1	75,443	77,329	79,262
Year 2	77,598	79,538	81,526
Senior III -			
Year 1	80,798	82,818	84,888
Senior Officer -			
Grade 1 -			
Year 1	134,917	138,290	141,747
Year 2	145,253	148,884	152,606
Grade 2 -			
Year 1	147,683	151,375	155,159
Year 2	157,983	161,933	165,981
Grade 3 -			
Year 1	163,217	167,297	171,479
Year 2	179,007	183,482	188,069

### Crown Employees (Department of Environment and Climate Change) General Award

Environment Officers - Department of Environment and Climate Change New South Wales			
Classification	1.7.10 Per annum	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Class 1			
1	30,727	31,495	32,282
2	37,122	38,050	39,001
3	40,744	41,763	42,807
4	43,234	44,315	45,423
5	45,148	46,277	47,434
6	47,610	48,800	50,020
7	52,612	53,927	55,275
Class 2			
1	52,612	53,927	55,275
2	54,155	55,509	56,897
3	55,592	56,982	58,407
4	57,669	59,111	60,589



Class 3			
1	55,592	56,982	58,407
2	57,669	59,111	60,589
3	60,553	62,067	63,619
4	62,377	63,936	65,534
Class 4			
1	60,553	62,067	63,619
2	62,377	63,936	65,534
3	64,967	66,591	68,256
4	67,519	69,207	70,937
Class 5			
1	64,967	66,591	68,256
2	67,519	69,207	70,937
3	70,097	71,849	73,645
4	72,255	74,061	75,913
Class 6			
1	70,097	71,849	73,645
2	72,255	74,061	75,913
3	75,064	76,941	78,865
4	77,347	79,281	81,263
Class 7			
1	75,064	76,941	78,865
2	77,347	79,281	81,263
3	79,688	81,680	83,722
4	82,938	85,011	87,136
Class 8			
1	79,688	81,680	83,722
2	82,938	85,011	87,136
3	85,537	87,675	89,867
4	89,902	92,150	94,454
Class 9			
1	85,537	87,675	89,867
2	89,902	92,150	94,454
3	92,487	94,799	97,169
4	95,288	97,670	100,112
Class 10			
1	92,487	94,799	97,169
2	95,288	97,670	100,112
3	99,089	101,566	104,105
4	101,993	104,543	107,157
Class 11			
1	99,089	101,566	104,105
2	101,993	104,543	107,157
3	105,047	107,673	110,365
4	109,203	111,933	114,731
Class 12			
1	105,047	107,673	110,365
2	109,203	111,933	114,731
3	112,865	115,687	118,579
4	115,289	118,171	121,125
Class 13			
1	112,865	115,687	118,579
2	115,289	118,171	121,125
3	119,113	122,091	125,143
4	120,895	123,917	127,015

Class 14			
1	119,113	122,091	125,143
2	120,895	123,917	127,015
3	126,494	129,656	132,897
4	132,097	135,399	138,784
Class 15			
1	126,494	129,656	132,897
2	132,097	135,399	138,784
3	137,698	141,140	144,669
4	143,296	146,878	150,550
Other Rates and Allowances			
Brief Description			
AHIS weekly allowance: inconvenience and 6 incoming calls after/before normal working hours	396.58	406.49	416.65
For each call above 6 incoming calls in an AHIS roster period; not limited	19.42	19.91	20.41
Extra per public holiday falling on a weekday	121.67	124.71	127.83
Out of hours disturbance (AHIS Supervising Officers)	39.08	40.06	41.06

**Crown Employees (Department of Environment and Climate Change - Parks and Wildlife Group)  
Conditions of Employment Award**

Ranger Classifications			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Trainee Rangers			
1st year of service	46,667	47,834	49,030
2nd year of service	47,505	48,693	49,910
3rd year of service	48,937	50,160	51,414
4th year of service	49,814	51,059	52,335
5th year of service	50,332	51,590	52,880
6th year of service	51,060	52,337	53,645
Rangers			
Grade 1			
1st level	51,060	52,337	53,645
2nd level	53,069	54,396	55,756
3rd level	56,029	57,430	58,866
4th level	60,051	61,552	63,091
5th level	66,189	67,844	69,540
6th level	70,062	71,814	73,609
Grade 2			
1st year	71,458	73,244	75,075
2nd year	73,579	75,418	77,303
3rd year	75,818	77,713	79,656
4th year	78,866	80,838	82,859
Senior Ranger			
1st year & thereafter	84,762	86,881	89,053
Assistant District Manager			
Grade 1	87,288	89,470	91,707
Grade 2	93,407	95,742	98,136
Grade 3	100,958	103,482	106,069
Grade 4	105,239	107,870	110,567

District Manager			
Grade 1	89,746	91,990	94,290
Grade 2	96,193	98,598	101,063
Grade 3	105,239	107,870	110,567
Grade 4	111,833	114,629	117,495
Grade 5	116,759	119,678	122,670
Project/Research Officer Classification			
Grade 1			
1st year	52,881	54,203	55,558
2nd year	54,577	55,941	57,340
3rd year	59,537	61,025	62,551
4th year	64,190	65,795	67,440
5th year	68,813	70,533	72,296
Grade 2*			
1st year	73,709	75,552	77,441
2nd year	75,867	77,764	79,708
3rd year	78,142	80,096	82,098
Grade 3*			
1st year	82,077	84,129	86,232
2nd year	84,711	86,829	89,000
3rd year	87,334	89,517	91,755
4th year	89,073	91,300	93,583
Grade 4*			
1st year	89,928	92,176	94,480
2nd year	92,513	94,826	97,197
Grade 5			
1st year	97,205	99,635	102,126
2nd year	101,327	103,860	106,457
Grade 6			
1st year	107,674	110,366	113,125
2nd year	108,804	111,524	114,312
*Progression criteria applies			
Project Officer (Aboriginal Positions)			
Grade 1			
1st year	52,881	54,203	55,558
2nd year	54,577	55,941	57,340
3rd year	59,537	61,025	62,551
4th year	64,190	65,795	67,440
5th year	68,813	70,533	72,296
Grade 2*			
1st year	73,709	75,552	77,441
2nd year	75,867	77,764	79,708
3rd year	78,142	80,096	82,098
Grade 3*			
1st year	82,077	84,129	86,232
2nd year	84,711	86,829	89,000
3rd year	87,334	89,517	91,755
4th year	89,073	91,300	93,583
Grade 4*			
1st year	89,928	92,176	94,480
2nd year	92,513	94,826	97,197
Grade 5			
1st year	97,205	99,635	102,126
2nd year	101,327	103,860	106,457
Grade 6			
1st year	107,674	110,366	113,125
2nd year	108,804	111,524	114,312

*Progression criteria applies			
Field Officer Classification			
Field Officer Base Grade 1/2			
Employees Engaged on or after 1 July 2007			
Grade 1			
Year 1	40,110	41,113	42,141
Year 2	41,123	42,151	43,205
Grade 2			
Year 1	42,072	43,124	44,202
Year 2	44,034	45,135	46,263
Field Officer Grade 1/4			
Employees Engaged on or after 1 July 2007			
Grade 1			
1st year	40,110	41,113	42,141
2nd year	41,123	42,151	43,205
Grade 2			
1st year	42,072	43,124	44,202
2nd year	44,034	45,135	46,263
Grade 3 (A)			
1st year	50,246	51,502	52,790
2nd year	51,132	52,410	53,720
Grade 4 (A)			
1st year	52,563	53,877	55,224
2nd year	53,512	54,850	56,221
Field Officer Grade B3/B4			
Employees engaged on or before 30 June 2007			
Grade 3 (B)			
1st year	50,246	51,502	52,790
2nd year	51,132	52,410	53,720
Grade 4 (B)			
1st year	52,563	53,877	55,224
2nd year	53,512	54,850	56,221
Senior Field Officer and Senior Field Officer (Plant)			
Grade 1			
1st year	54,700	56,068	57,470
2nd year	55,630	57,021	58,447
Grade 2			
1st year	56,756	58,175	59,629
2nd year	57,943	59,392	60,877
Field Supervisor Classification and Grades			
Grade 1			
1st year	59,931	61,429	62,965
2nd year	61,305	62,838	64,409
Grade 2			
1st year	62,678	64,245	65,851
2nd year	64,053	65,654	67,295
Senior Field Supervisor Classification and Grades			
Grade 1			
1st year	69,492	71,229	73,010
2nd year	71,199	72,979	74,803
Grade 2			
1st year	72,908	74,731	76,599
2nd year	74,615	76,480	78,392

**Crown Employees (Department of Human Services (Juvenile Justice) - 38 Hour Week Operational Staff  
2010) Award**

Classification and Grades	A & C Grade Equivalent	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Unqualified Youth Officer - Level 1	GS Year 10	50,620	51,886
Youth Officer Level 2 Year 1 Year 2 Year 3 Level 3 Year 1	Min 1 Max 1 Min 2 Max 2	53,407 54,977 56,509 58,060	54,742 56,351 57,922 59,512
Shift Supervisor/Assistant Unit Manager - Level 4 Year 1 Year 2 Year 3 Year 4	Min 4 Max 4 Min 5 Max 5	63,425 65,376 70,480 72,702	65,011 67,010 72,242 74,520
Unit Manager - Level 5 Year 1 Year 2 Year 3 Year 4	Min 6 Max 6 Min 7 Max 7	75,552 36,767 80,096 82,491	77,441 37,686 82,098 84,553
Assistant Manager - Level 6 Year 1 Year 2 Year 3 Year 4	Min 8 Max 8 Min 9 Max 9	85,928 88,660 91,303 93,870	88,076 90,877 93,586 96,217
Centre Manager - Level 7 Year 1 Year 2 Centre Manager - Level 8 Year 1 Year 2 Centre Manager - Level 9 Year 1 Year 2	Min 10 Max 10 Min 11 Max 11 Min 12 Max 12	97,702 100,613 105,602 110,079 116,974 122,128	100,145 103,128 108,242 112,831 119,898 125,181
Vocational Instructor (Trade, Maintenance, Grounds) Level 1, Year 1 Level 2 Year 1 Year 2 Year 3 Year 4	- - - - -	50,620 53,407 54,977 56,509 58,060	51,886 54,742 56,351 57,922 59,512
Kitchen Support Officer and Vocational Instructor (Cook) Level 1 Year 1 Year 2 Level 2 Year 1 Year 2 Year 3 Year 4	- - - - - -	41,771 43,539 53,407 54,977 56,509 58,060	42,815 44,627 54,742 56,351 57,922 59,512

Logistics Officer Level 4			
Year 1	-	70,480	72,242
Year 2	-	72,702	74,520
Level 5			
Year 3	-	75,552	77,441
Year 4	-	77,767	79,711
Court Supervisor - Level 4			
Year 1	Min 4	63,425	65,011
Year 2	Max 4	65,376	67,010
Year 3	Min 5	70,480	72,242
Year 4	Max 5	72,702	74,520
Drug Detection Security and Intelligence Officer Level 2			
Year 1	Min 1	53,407	54,742
Year 2	Max 1	54,977	56,351
Year 3	Min 2	56,509	57,922
Level 3	Max 2	58,060	59,512
Allowances			
Chokage Allowance (per day)		4.28	4.39
Uniform Allowance (per week)		4.44	4.55
Trade Allowance (per annum)		1,620.00	1,660.50
Supervisory Allowance (per week)		44.39	45.50
Allocated Youth Officer Additional Responsibilities Allowance (per hour)		1.15	1.18

**Crown Employees (Department of the Arts, Sport and Recreation - Catering Officers) Award**

Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Level 1	48,249	49,455	50,691
Level 2	49,775	51,019	52,294
Level 3	51,273	52,555	53,869
Level 4	52,928	54,251	55,607
Level 5	54,801	56,171	57,575
<b>Catering Officers - Academy Allowance</b>			
Senior Catering Officer	4,217	4,322	4,430
Catering Officer	2,034	2,085	2,137
Apprentice	1,628	1,669	1,711

**Crown Employees (Department of the Arts, Sport and Recreation - Centre Managers) Award 2008**

Grades and salary rates for classifications in this award are in accordance with the Crown Employees Administrative and Clerical Officers - Salaries) Award 2007 Grades 4 to 12

Allowance	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Annual Allowance (clause 11)	9,567	9,806	10,051

**Crown Employees (Department of the Arts, Sports and Recreation - Program Officers) Award**

Program Officers - Department of the Arts, Sport and Recreation			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Program Officers			
Level 1	48,800	50,020	51,271
Level 2	50,712	51,980	53,280
Level 3	53,574	54,913	56,286
Level 4	57,403	58,838	60,309
Level 5	59,314	60,797	62,317
Level 6	62,194	63,749	65,343
Level 7	65,057	66,683	68,350
Level 8	67,936	69,634	71,375
Level 9	70,797	72,567	74,381
Level 10	73,675	75,517	77,405
Level 11	76,534	78,447	80,408
Level 12	78,449	80,410	82,420

Program Officers - Temporary Employees	1.7.10 Per day \$	1.7.11 Per day 2.50% \$	1.7.12 Per day 2.50% \$
Level 1	187.09	192	196.80
Level 2	194.37	199	203.98
Level 3	205.32	210	215.25
Level 4	220.07	226	231.65
Level 5	227.33	233	238.83
Level 6	238.41	244	250.10
Level 7	249.36	256	262.40
Level 8	260.41	267	273.68
Level 9	271.38	278	284.95
Level 10	282.42	289	296.23
Level 11	293.38	301	308.53
Level 12	300.65	308	315.70

Program Officers - Casual employees	1.7.10 Per day \$	1.7.11 Per day 2.50% \$	1.7.12 Per day 2.50% \$
Level 1	210.44	215.7	221.09
Level 2	218.69	224.16	229.76
Level 3	231.03	236.81	242.73
Level 4	247.51	253.7	260.04
Level 5	255.81	262.21	268.77
Level 6	268.18	274.88	281.75
Level 7	280.53	287.54	294.73
Level 8	292.94	300.26	307.77
Level 9	305.28	312.91	320.73
Level 10	317.71	325.65	333.79
Level 11	330.04	338.29	346.75
Level 12	338.27	346.73	355.40

	1.7.10 Per day \$	1.7.11 Per day 2.50% \$	1.7.12 Per day 2.50% \$
Assistant instructor (Per day)	51.3	52.58	53.89
Program Officer (Instructor)	163.54 198.39	167.63 203.35	171.82 208.43
Allowances			
Sport and recreation allowance - permanent Program Officers (per annum)	9,567	9,806	10,051
Sport and recreation allowance-temporary Program Officers (per day)	36.67	37.59	38.53
Night duty allowance - casual Program Officers(per night)	78.27	80.23	82.24
Night duty allowance - Program Officer(Instructors) (per night)	37.77	38.71	39.68

**Crown employees (Department of the Arts, Sport and Recreation - Services Officers) Award**

<b>Table 1</b> Salary Scale for Services Officers Prior to Competency Attainment			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Level 1	40,868	41,890	42,937
Level 2	43,106	44,184	45,289
Level 3	44,961	46,085	47,237
Level *4	46,819	47,989	49,189
	Per hour \$	Per hour \$	Per hour \$
Level 1	20.6	21.12	21.65
Level 2	21.73	22.27	22.83
Level 3	22.69	23.26	23.84
Level 4	23.62	24.21	24.82

<b>Table 2</b> Salary Scale for Services Officers after Competency Attainment			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Level 1	42,095	43,147	44,226
Level 2	44,401	45,511	46,649
Level 3	46,313	47,471	48,658
Level *4	48,223	49,429	50,665
	Per hour \$	Per hour \$	Per hour \$
Level 1	21.25	21.78	22.32
Level 2	22.41	22.97	23.54
Level 3	23.36	23.94	24.54
Level 4	24.32	24.93	25.55

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



<b>Table 3</b>			
<b>Salary Scale for Assistant Services Officers</b>			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Level 1	40,868	41,890	42,937
Level 2	43,106	44,184	45,289
Classification and Grades	Per hour \$	Per hour \$	Per hour \$
Level 1	20.6	21.12	21.65
Level 2	21.73	22.27	22.83

**Crown Employees (Exhibition Project Managers and Officers) Australian Museum award 2007**

Exhibition Project Managers and Project Officers Australian Museum				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Exhibition Project Officer				
Skill Level 1	46	52,104	53,407	54,742
Skill Level 2	52	55,131	56,509	57,922
Skill Level 3	58	58,249	59,705	61,198
Skill Level 4	64	61,878	63,425	65,011
Skill Level 5	67	63,781	65,376	67,010
Skill Level 6	78	70,929	72,702	74,520
Skill Level 7	83	74,429	76,290	78,197
Skill Level 8	88	78,142	80,096	82,098
Exhibition Project Manager				
Year 1	95	83,832	85,928	88,076
Year 2	98	86,498	88,660	90,877
Year 3	102	89,930	92,178	94,482

**Crown Employees (General Assistants in Schools - Department of Education and Training) Award**

General Assistants in Schools - Department of Education and Training				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Full-time Permanent - Junior On employment	-	28,287	28,994	29,719
After 12 months or at 20 years Adult	-	36,369	37,278	38,210
Year 1	19	40,410	41,420	42,456
Year 2	20	40,752	41,771	42,815
Year 3	22	41,525	42,563	43,627
Year 4	23	42,477	43,539	44,627
Year 5	25	43,248	44,329	45,437

Part-time Permanent (up to 35.5 hpw)		1.7.10 Per Hour \$	1.7.11 Per Hour 2.50% \$	1.7.12 Per Hour 2.50% \$
Junior On employment		15.71	16.1	16.50
After 12 months or at 20 years Adult		20.18 23.04	20.68 23.62	21.20 24.21
Full-time (38 hpw) Temporary - Unloaded Junior				
On employment		14.28	14.64	15.01
After 12 months or at 20 years Adult		18.34 20.36	18.8 20.87	19.27 21.39
Full-time Temporary - Loaded Junior				
On employment		15.45	15.84	16.24
After 12 months or at 20 years Adult		19.85 22.1	20.35 22.65	20.86 23.22
Part-time Temporary (up to 35.5 hpw) Unloaded Junior				
On employment		15.71	16.1	16.50
After 12 months or at 20 years Adult		20.18 23.04	20.68 23.62	21.20 24.21
Loaded Junior				
On employment		17	17.43	17.87
After 12 months or at 20 years Adult		21.86 24.95	22.41 25.57	22.97 26.21

**Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Corrective Services) Award 2005**

Rank	Annualised Salary from the first full pay period on or after 1.7.11 2.50% \$	Annualised Salary from the first full pay period on or after 1.7.12 2.50% \$
General Manager	163,623	167,714
Superintendent	150,136	153,889
Manager Security	138,038	141,489
Deputy Superintendent	128,595	131,810

**Crown Employees (General Staff - Salaries) Award 2007**

General Staff - Salaries				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Artist's Model, TAFE (draped)	33	46,332	47,490	48,677
(undraped)	39	48,980	50,205	51,460
Assistant, Enrolled Nurses Training Program, TAFE (part-time)				
1st year	23	42,477	43,539	44,627
2nd year	25	43,248	44,329	45,437
3rd year	28	44,320	45,428	46,564

Assistant Food & Beverage Controller, Ryde TAFE				
1st year	42	50,332	51,590	52,880
2nd year	48	53,089	54,416	55,776
Assistant Operations Controller, Port Macquarie, Campbelltown, TAFE				
1st year	39	48,980	50,205	51,460
2nd year	42	50,332	51,590	52,880
Assistant Operations Manager, TAFE (Hamilton, Ryde, Werrington)				
1st year	59	58,858	60,329	61,837
2nd year	61	60,005	61,505	63,043
3rd year	64	61,878	63,425	65,011
4th year	67	63,781	65,376	67,010
Assistant Operations Manager, TAFE (East Sydney)				
1st year	56	57,175	58,604	60,069
2nd year	60	59,404	60,889	62,411
Catering Services Manager, Kurri Kurri, Ryde, TAFE				
1st year	70	65,626	67,267	68,949
2nd year	75	68,761	70,480	72,242
Catering Supervisor, Kurri Kurri, Ryde, TAFE				
1st year	52	55,131	56,509	57,922
2nd year	55	56,644	58,060	59,512
Class Preparation Assistant Tourism & Hospitality/Rural Studies; Floristry, Catering and Bakery, TAFE				
1st year	23	42,477	43,539	44,627
2nd year	25	43,248	44,329	45,437
3rd year	26	43,598	44,688	45,805
Class Preparation Assistant Hairdresser, TAFE				
1st year	17	39,670	40,662	41,679
2nd year	20	40,752	41,771	42,815
3rd year	22	41,525	42,563	43,627
Duty Manager, Ryde, TAFE	57	57,679	59,121	60,599
Fitter-Operator, TAFE	51	54,576	55,940	57,339
Food and Beverage Controller, TAFE (Hamilton)	39	48,980	50,205	51,460
	42	50,332	51,590	52,880
Food School Assistant, TAFE				
Years 1 - 3	18	40,061	41,063	42,090
Year 4 - 6	19	40,410	41,420	42,456
Year 7	20	40,752	41,771	42,815
Foreman, TAFE				
Electrical Grade 2	64	61,878	63,425	65,011
Electrical Grade 3	68	64,249	65,855	67,501
Electrical Grade 5	77	70,113	71,866	73,663
Other than Electrical				
Grade 1	57	57,679	59,121	60,599
Grade 2	61	60,005	61,505	63,043
Grade 3	65	62,399	63,959	65,558
Grade 4	73	67,539	69,227	70,958
Grade 5	77	70,113	71,866	73,663
Assistant Mechanical Foreman, TAFE	61	60,005	61,505	63,043
General Assistant/Caretaker, TAFE	25	43,248	44,329	45,437

Guest Services Agent, Ryde, TAFE				
1st year	34	46,767	47,936	49,134
2nd year	36	47,625	48,816	50,036
House Officer, TAFE, Sydney				
1st year	44	51,209	52,489	53,801
2nd year	47	52,651	53,967	55,316
3rd year	49	53,636	54,977	56,351
House Officer, TAFE, Newcastle				
1st year	41	49,940	51,189	52,469
2nd year	42	50,332	51,590	52,880
3rd year	43	50,831	52,102	53,405
House Supervisor (Goulburn, Kurri Kurri), TAFE				
1st year	39	48,980	50,205	51,460
2nd year	41	49,940	51,189	52,469
Kitchen Assistant (part-time), TAFE	18	40,061 (22.22 per hr)	41,063	42,090
Laboratory Craftsman, TAFE				
Grade 1, 1st year	40	49,384	50,619	51,884
Grade 1, 2nd year	41	49,940	51,189	52,469
Grade 1, 3rd year	43	50,831	52,102	53,405
Grade 1, 4th year	44	51,209	52,489	53,801
Grade 2, 1st year	45	51,707	53,000	54,325
Grade 2, 2nd year	46	52,104	53,407	54,742
Grade 2, 3rd year	47	52,651	53,967	55,316
Senior Laboratory Craftsman	55	56,644	58,060	59,512
Operations Controller Campbelltown/Port Macquarie/Orange, TAFE				
1st year	52	55,131	56,509	57,922
2nd year	55	56,644	58,060	59,512
Operations Manager - Food School/ Horticulture/Technical Support/ Purchasing and Stores Controller - East Sydney, Ryde, TAFE				
1st year	75	68,761	70,480	72,242
2nd year	78	70,929	72,702	74,520
3rd year	82	73,709	75,552	77,441
4th year	85	75,870	77,767	79,711
Hamilton/Wollongong				
1st year	72	66,848	68,519	70,232
2nd year	75	68,761	70,480	72,242
3rd year	78	70,929	72,702	74,520
4th year	82	73,709	75,552	77,441
Operations Manager (Brookvale, Dubbo, Loftus, Werrington) TAFE				
1st year	66	63,136	64,714	66,332
2nd year	77	70,113	71,866	73,663
Operations Supervisor - Food School, Kingscliff, Wollongong, TAFE				
1st year	52	55,131	56,509	57,922
2nd year	55	56,644	58,060	59,512
Senior Housekeeper, Ryde, TAFE				
1st year	57	57,679	59,121	60,599
2nd year	63	61,282	62,814	64,384
Scientific Instrument Maker, TAFE	51	54,576	55,940	57,339

Steel Production Assistant (formerly Cold Saw Operator) TAFE	25	43,248	44,329	45,437
Steel Production Supervisor (formerly Charge Hand, Cold Saw (Operator), TAFE	40	49,384	50,619	51,884
Stores Attendant, Hairdressing, TAFE				
1st year	22	41,525	42,563	43,627
2nd year	23	42,477	43,539	44,627
3rd year	25	43,248	44,329	45,437
Technical Assistant (Art, Ceramics, TV Studio) TAFE				
Years 1 - 3	32	45,959	47,108	48,286
Years 4 - 6	34	46,767	47,936	49,134
Year 7	35	47,145	48,324	49,532
Technical Assistant (Design)				
1st year	35	47,145	48,324	49,532
2nd year	37	48,080	49,282	50,514
3rd year	39	48,980	50,205	51,460
Technical Assistant (Electrical Engineering/ Applied Electricity), TAFE				
1st year	50	54,155	55,509	56,897
2nd year	52	55,131	56,509	57,922
3rd year	54	56,089	57,491	58,928
Technical Assistant (Mechanical Engineering/ Civil Engineering Building)				
1st year	46	52,104	53,407	54,742
2nd year	47	52,651	53,967	55,316
Technical Assistant (Vehicle Building)				
1st year	46	52,104	53,407	54,742
2nd year	47	52,651	53,967	55,316
Technical Assistant (Refrigeration and Air Conditioning), TAFE	32	45,959	47,108	48,286
Technical Assistant (Rural Studies), TAFE				
1st year	34	46,767	47,936	49,134
2nd year	36	47,625	48,816	50,036
3rd year	39	48,980	50,205	51,460
4th year	41	49,940	51,189	52,469
5th year	44	51,209	52,489	53,801
6th year	47	52,651	53,967	55,316
7th year	50	54,155	55,509	56,897
8th year	53	55,603	56,993	58,418
9th year	56	57,175	58,604	60,069
10th year	59	58,858	60,329	61,837
11th year	61	60,005	61,505	63,043
Community Liaison Officer/Aboriginal Community Liaison Officer, Department of Education and Training (DET)	57	57,679	59,121	60,599
Farm Foreman, DET				
Grade A				
1st year	39	48,980	50,205	51,460
2nd year	41	49,940	51,189	52,469
3rd year	43	50,831	52,102	53,405
Grade B				
1st year	45	51,707	53,000	54,325
2nd year	47	52,651	53,967	55,316
3rd year	51	54,576	55,940	57,339

House Officer, DET				
1st year	34	46,767	47,936	49,134
2nd year	36	47,625	48,816	50,036
3rd year	39	48,980	50,205	51,460
Maintenance Officer, DET				
1st year	24	42,895	43,967	45,066
2nd - 7th year	25	43,248	44,329	45,437
8th year	26	43,598	44,688	45,805
Photographic Assistant, DET				
1st year	22	41,525	42,563	43,627
2nd year	23	42,477	43,539	44,627
3rd year	25	43,248	44,329	45,437
4th year	26	43,598	44,688	45,805
Matrons and Sub-Matrons, DET				
Matron				
1st year	45	51,707	53,000	54,325
Thereafter	46	52,104	53,407	54,742
Sub-Matron				
1st year	39	48,980	50,205	51,460
Thereafter	40	49,384	50,619	51,884
Storeman/Attendant, Hurlstone/Yanco Agricultural High School, DET				
1st year	17	39,670	40,662	41,679
2nd year	18	40,061	41,063	42,090
3rd year and 4th year	20	40,752	41,771	42,815
5th year	22	41,525	42,563	43,627
Technical Assistant (Art, Ceramics, TV Studio)				
Years 1 - 3	32	45,959	47,108	48,286
Years 4 - 6	34	46,767	47,936	49,134
Year 7	35	47,145	48,324	49,532
Assistant, Dept of Infrastructure Planning and Natural Resources (DIPNR)				
Junior - under 17 (50% of Grade 1, Yr 1)				
Aged 17 (60% of Grade 1, Yr 1)				
Aged 18 (70% of Grade 1, Yr 1)				
Aged 19 (80% of Grade 1, Yr 1)				
Aged 20 (90% of Grade 1, Yr 1)				
Grade 1				
1st year	18	40,061	41,063	42,090
2nd year	22	41,525	42,563	43,627
3rd year	25	43,248	44,329	45,437
4th year	29	44,777	45,896	47,043
5th year	32	45,959	47,108	48,286
Grade 2				
1st year	34	46,767	47,936	49,134
2nd year	36	47,625	48,816	50,036
3rd year	37	48,080	49,282	50,514
4th year	39	48,980	50,205	51,460
Grade 3				
1st year	46	52,104	53,407	54,742
2nd year	52	55,131	56,509	57,922
Field Services Staff, DIPNR				
Field Supervisor				
1st year	48	53,089	54,416	55,776
2nd year	51	54,576	55,940	57,339
3rd year	53	55,603	56,993	58,418

4th year	55	56,644	58,060	59,512
5th year	58	58,249	59,705	61,198
Field Service Manager, Years 1-3 only				
Other locations (not specified)				
1st year	66	63,136	64,714	66,332
2nd year	67	63,781	65,376	67,010
3rd year	69	64,985	66,610	68,275
Specific locations Years 1-4 (Bathurst, Cooma, Glennies Creek, Gosford, Goulburn, Henty, Inverell, Lithgow, Manilla (f.s.), Moss Vale, Nowra, Newcastle, Parkes, Cowra RC, Parramatta, Penrith, Scone, Singleton, Wellington, Braidwood (cons.), Murwillumbah, Coffs Harbour, Kempsey, Grafton, Queanbeyan, Gunnedah RC.				
4th year	75	68,761	70,480	72,242
Regional Field Services Manager	83	74,429	76,290	78,197
Drillers (Central West Region employees only), DIPNR				
Driller's Assistant	22	41,525	42,563	43,627
Roster Allowance		4,816	4,936	5,059
Trainee Drilling Officer	25	43,248	44,329	45,437
Roster Allowance		5,017	5,142	5,271
Drilling Officer - Level 1	38	48,481	49,693	50,935
Roster Allowance		5,624	5,765	5,909
Drilling Officer - Level 2	40	49,384	50,619	51,884
Roster Allowance		5,729	5,872	6,019
Drilling Officer - Level 3	43	50,831	52,102	53,405
Roster Allowance		5,897	6,044	6,195
Drilling Officer - Level 4	48	53,089	54,416	55,776
Roster Allowance		6,159	6,313	6,471
Drilling Officer - Level 5	53	55,603	56,993	58,418
Roster Allowance		6,450	6,611	6,776
Senior Drilling Officer	57	57,679	59,121	60,599
Roster Allowance		6,690	6,857	7,028
Overseers, DIPNR				
Grade 1 (ex Dept of Water Resources only)	60	59,404	60,889	62,411
Grade II	61	60,005	61,505	63,043
Grade III	65	62,399	63,959	65,558
Grade IV	73	67,539	69,227	70,958
Grade V	77	70,113	71,866	73,663
Plant Managers, DIPNR				
Grade 1 (Workshop Supervisors, Goulburn, Inverell, Scone & Wagga Wagga)	65	62,399	63,959	65,558
Grade 2 (Workshop Manager, Wellington & Fleet Managers, Tamworth & Wagga Wagga)				
Year 1	69	64,985	66,610	68,275
Year 2	70	65,626	67,267	68,949
Assistant Education Officers,	43	50,831	52,102	53,405
Powerhouse Museum	47	52,651	53,967	55,316
House Officer, Powerhouse Museum	43	50,831	52,102	53,405
	44	51,209	52,489	53,801
Museum Officer, Powerhouse Museum	18	40,061	41,063	42,090
	19	40,410	41,420	42,456
	20	40,752	41,771	42,815

	21	41,142	42,171	43,225
	23	42,477	43,539	44,627
Photographer - Grade 1 - Years 1-3 (various agencies)				
1st year	39	48,980	50,205	51,460
2nd year	41	49,940	51,189	52,469
3rd year	43	50,831	52,102	53,405
Grade 2*				
1st year	49	53,636	54,977	56,351
2nd year	51	54,576	55,940	57,339
*Progression from Photographer Grade 1 to Photographer Grade 2 (see Sch A of award)				
Photographers Grade 3** Years 1-3				
1st year	63	61,282	62,814	64,384
2nd year	65	62,399	63,959	65,558
3rd year	69	64,985	66,610	68,275
**Grade 3 requirements in Sch A of award				
Photographic Assistant	22	41,525	42,563	43,627
	23	42,477	43,539	44,627
	25	43,248	44,329	45,437
	26	43,598	44,688	45,805
Preparator - Grade 1, Powerhouse	45	51,707	53,000	54,325
Museum Years 1-3	48	53,089	54,416	55,776
	51	54,576	55,940	57,339
Grade II - Years 1-2	55	56,644	58,060	59,512
	59	58,858	60,329	61,837
Senior Preparator, Powerhouse Museum	63	61,282	62,814	64,384
	65	62,399	63,959	65,558
Stores Officer, Powerhouse Museum				
Grade 1	31	45,519	46,657	47,823
	33	46,332	47,490	48,677
Grade 2	34	46,767	47,936	49,134
	35	47,145	48,324	49,532
Grade 3	36	47,625	48,816	50,036
	37	48,080	49,282	50,514
Grade 4	39	48,980	50,205	51,460
	41	49,940	51,189	52,469
Transport Officer, Powerhouse Museum	47	52,651	53,967	55,316
	49	53,636	54,977	56,351
Field Assistant, Dept of Mineral Resources				
Year 1	26	43,598	44,688	45,805
Year 2	28	44,320	45,428	46,564
Year 3	31	45,519	46,657	47,823
Year 4	32	45,959	47,108	48,286
Year 5	34	46,767	47,936	49,134
Regional Mining Officer, Dept of Mineral Resources	58	58,249	59,705	61,198
	61	60,005	61,505	63,043
	64	61,878	63,425	65,011
	67	63,781	65,376	67,010
Regional Mining Officer, Lightning Ridge, Dept of Mineral Resources	75	68,761	70,480	72,242
	79	71,497	73,284	75,116
	82	73,709	75,552	77,441
	85	75,870	77,767	79,711
Craftsman/Framer, Art Gallery	32	45,959	47,108	48,286
Gallery Services Officer, Art Gallery	18	40,061	41,063	42,090
	20	40,752	41,771	42,815



Supervisor, Gallery Services Officers Art Gallery -	23	42,477	43,539	44,627
Senior Gallery Services Officer	43	50,831	52,102	53,405
	45	51,707	53,000	54,325
	47	52,651	53,967	55,316
	49	53,636	54,977	56,351
Installation Officer, Art Gallery	26	43,598	44,688	45,805
	29	44,777	45,896	47,043
	32	45,959	47,108	48,286
Senior Installation Officer, Art Gallery	32	45,959	47,108	48,286
	35	47,145	48,324	49,532
Display Technician, Art Gallery				
Grade 1	45	51,707	53,000	54,325
	48	53,089	54,416	55,776
	51	54,576	55,940	57,339
Grade 2	55	56,644	58,060	59,512
	59	58,858	60,329	61,837
Senior Display Technician	63	61,282	62,814	64,384
	65	62,399	63,959	65,558
Bar Manager, Police Academy	34	46,767	47,936	49,134
Building Manager, NSW Police	60	59,404	60,889	62,411
	61	60,005	61,505	63,043
	63	61,282	62,814	64,384
Driving Instructor, NSW Police College	68	64,249	65,855	67,501
	69	64,985	66,610	68,275
	72	66,848	68,519	70,232
General Assistant, NSW Police college	19	40,410	41,420	42,456
	20	40,752	41,771	42,815
	22	41,525	42,563	43,627
	23	42,477	43,539	44,627
	25	43,248	44,329	45,437
Groom, Mounted Police	16	38,696	39,663	40,655
	18	40,061	41,063	42,090
Maintenance Attendant, Goulburn Police College	22	41,525	42,563	43,627
Senior Basement Attendant, Police Headquarters	29	44,777	45,896	47,043
	31	45,519	46,657	47,823
	32	45,959	47,108	48,286
	34	46,767	47,936	49,134
Storeman/Attendant, Police Headquarters Uniform Fitter and Advisory Officer, NSW Police	17	39,670	40,662	41,679
	37	48,080	49,282	50,514
Police Armourer				
Year 1	51	54,576	55,940	57,339
Year 2	55	56,644	58,060	59,512
Year 3	58	58,249	59,705	61,198
Year 4	59	58,858	60,329	61,837
General Assistant, State Library	23	42,477	43,539	44,627
Photographic Operator, State Library	23	42,477	43,539	44,627
	26	43,598	44,688	45,805
Museum Assistant, Historic Houses Trust				
Grade 1 Years 1 to 4	20	40,752	41,771	42,815
	21	41,142	42,171	43,225
	25	43,248	44,329	45,437
	27	43,949	45,048	46,174

Grade 2, Years 1 to 5	30	45,159	46,288	47,445
	31	45,519	46,657	47,823
	34	46,767	47,936	49,134
	35	47,145	48,324	49,532
	36	47,625	48,816	50,036
Museum Guide, Historic Houses Trust	28	44,320	45,428	46,564
Years 1 to 6	30	45,159	46,288	47,445
	32	45,959	47,108	48,286
	34	46,767	47,936	49,134
	36	47,625	48,816	50,036
	39	48,980	50,205	51,460
Chief Guide, Historic Houses Trust	48	53,089	54,416	55,776
	51	54,576	55,940	57,339
Timber Inspectors, State Forests				
Chief Timber Inspector	92	81,224	83,255	85,336
Deputy Chief Timber Inspector	77	70,113	71,866	73,663
	80	72,273	74,080	75,932
Senior Timber Inspector	67	63,781	65,376	67,010
	68	64,249	65,855	67,501
	69	64,985	66,610	68,275
Timber Inspector	45	51,707	53,000	54,325
	47	52,651	53,967	55,316
	49	53,636	54,977	56,351
	51	54,576	55,940	57,339
	53	55,603	56,993	58,418
	56	57,175	58,604	60,069
	58	58,249	59,705	61,198
Entrance Attendant, Royal Botanic Gardens	30	45,159	46,288	47,445
Herbarium Assistants, Royal Botanic Gardens				
Grade 1	18	40,061	41,063	42,090
	22	41,525	42,563	43,627
	25	43,248	44,329	45,437
	29	44,777	45,896	47,043
	32	45,959	47,108	48,286
Grade 2	34	46,767	47,936	49,134
	36	47,625	48,816	50,036
	37	48,080	49,282	50,514
	39	48,980	50,205	51,460
Centre Supervisor, State Sports Centre	37 (+10% all purpose allow.)	48,080	49,282	50,514
Centre Supervisor, State Sports Centre	40	49,384	50,619	51,884
Events Technical Officer, State Sports Centre	58	58,249	59,705	61,198
Maintenance Officer, State Sports Centre	55	56,644	58,060	59,512
Facilities Manager, State Sports Centre	111	98,159	100,613	103,128
Assistant Facilities Manager, State Sports Centre	67	63,781	65,376	67,010
General Assistant, WorkCover	19	40,410	41,420	42,456
	20	40,752	41,771	42,815
	22	41,525	42,563	43,627
	23	42,477	43,539	44,627
	25	43,248	44,329	45,437
Day Attendant, Australian Museum	18	40,061	41,063	42,090
	19	40,410	41,420	42,456

	20	40,752	41,771	42,815
	21	41,142	42,171	43,225
	23	42,477	43,539	44,627
Preparator, Australian Museum				
Assistant Preparator (55)	29	44,777	45,896	47,043
	34	46,767	47,936	49,134
	39	48,980	50,205	51,460
	43	50,831	52,102	53,405
Cadet Preparator (56)				
	21	41,142	42,171	43,225
	25	43,248	44,329	45,437
Chief Preparator				
	82	73,709	75,552	77,441
	84	75,084	76,961	78,885
Preparator (57) Grade I				
	46	52,104	53,407	54,742
	49	53,636	54,977	56,351
	52	55,131	56,509	57,922
Grade II				
	56	57,175	58,604	60,069
	60	59,404	60,889	62,411
Senior Preparator				
	63	61,282	62,814	64,384
	65	62,399	63,959	65,558
Cleaner/Messenger/Courtkeeper, Sheriff's Office, Attorney-General's Dept				
	30	45,159	46,288	47,445
Courtkeeper and Cleaner, Darlinghurst, Attorney-General's Dept				
	27	43,949	45,048	46,174
Courtkeeper/Cleaner and Messenger, Bathurst, Attorney-General's Dept				
	25	43,248	44,329	45,437
Courtkeeper/Cleaner and Messenger, Queanbeyan (Local Court), Attorney- General's Dept				
	25	43,248	44,329	45,437
Security Attendant, Attorney-General's Dept (formerly Assistant Service Officer)				
	17	39,670	40,662	41,679
	18	40,061	41,063	42,090
	20	40,752	41,771	42,815
	22	41,525	42,563	43,627
Basement Attendant, Attorney-General's Dept (formerly Assistant Service Officer)				
	23	42,477	43,539	44,627
Property Inspector, Public Trust Office				
	64	61,878	63,425	65,011
	67	63,781	65,376	67,010
	69	64,985	66,610	68,275
	73	67,539	69,227	70,958

**Crown Employees Historic Houses Trust (Gardens - Horticulture and Trades Staff) Award 2007**

Gardens - Horticulture and Trades Staff Historic Houses Trust			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Horticultural/Trades Officer Level One	38,256	39,212	40,192
Level Two Year 1	42,477	43,539	44,627
Level Two Year thereafter	43,598	44,688	45,805
Level Three Year 1	45,159	46,288	47,445
Level Three Year thereafter	46,767	47,936	49,134
Level Four Year 1	48,481	49,693	50,935
Level Four Year thereafter	49,940	51,189	52,469
Level Five Year 1	51,707	53,000	54,325
Level Five Year thereafter	53,089	54,416	55,776

Level Six Year 1	54,576	55,940	57,339
Level Six Year thereafter	56,089	57,491	58,928
Level Seven Year 1	57,679	59,121	60,599
Level Seven Year thereafter	59,404	60,889	62,411
Level Eight Year 1	61,282	62,814	64,384
Level Eight Year thereafter	63,781	65,376	67,010
Level Nine Year 1	66,282	67,939	69,637
Level Nine Year thereafter	68,761	70,480	72,242
Level Ten Year 1	70,929	72,702	74,520
Level Ten Year thereafter	72,922	74,745	76,614
Level Eleven Year 1	78,929	80,902	82,925
Level Eleven Year thereafter	83,832	85,928	88,076

**Crown Employees (Home Care Service of New South Wales - Administrative Staff) Award 2007**

Home Care Service of New South Wales Administrative Staff				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
<b>Home Care Gradings and Pay Scales -</b>				
<b>Grade 1 -</b>				
Step 1	29	44,777	45,896	47,043
Step 2	33	46,332	47,490	48,677
<b>Grade 2 -</b>				
Step 1	35	47,145	48,324	49,532
Step 2	38	48,481	49,693	50,935
<b>Grade 3 -</b>				
Step 1	40	49,384	50,619	51,884
Step 2	43	50,831	52,102	53,405
<b>Grade 4 -</b>				
Step 1	45	51,707	53,000	54,325
Step 2	49	53,636	54,977	56,351
<b>Grade 5 -</b>				
Step 1	52	55,131	56,509	57,922
Step 2	56	57,175	58,604	60,069
<b>Grade 6 -</b>				
Step 1	58	58,249	59,705	61,198
Step 2	62	60,571	62,085	63,637
<b>Grade 7 -</b>				
Step 1	64	61,878	63,425	65,011
Step 2	68	64,249	65,855	67,501
<b>Grade 8 -</b>				
Step 1	70	65,626	67,267	68,949
Step 2	74	68,075	69,777	71,521
<b>Grade 9 -</b>				
Step 1	76	69,518	71,256	73,037
Step 2	79	71,497	73,284	75,116
<b>Grade 10 -</b>				
Step 1	81	72,922	74,745	76,614
Step 2	84	75,084	76,961	78,885
<b>Grade 11 -</b>				
Step 1	86	76,548	78,462	80,424
Step 2	89	78,929	80,902	82,925

Grade 12 - Step 1	90	79,710	81,703	83,746
Step 2	94	82,959	85,033	87,159
Grade 13 - Step 1	96	84,711	86,829	89,000
Step 2	100	88,220	90,426	92,687
Grade 14 - Step 1	102	89,930	92,178	94,482
Step 2	105	92,513	94,826	97,197
Grade 15 - Step 1	107	94,382	96,742	99,161
Step 2	110	97,210	99,640	102,131
Grade 16 - Step 1	112	99,116	101,594	104,134
Step 2	115	102,024	104,575	107,189
Grade 17 - Step 1	117	104,050	106,651	109,317
Step 2	120	107,394	110,079	112,831
Grade 18 - Step 1	121	108,317	111,025	113,801
Step 2	124	111,665	114,457	117,318
Grade 19 - Step 1	126	114,121	116,974	119,898
Step 2	130	119,149	122,128	125,181

**Crown Employees (Interpreters and Translators, Community Relations Commission) Award**

**Table 1 - Rates of Pay**

Classification and Grades	Common Salary Point	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Interpreting/Translating Officer			
Year 1	49	54,977	56,351
Year 2	56	58,604	60,069
Year 3	63	62,814	64,384
Interpreter/Translator			
Year 1	56	58,604	60,069
Year 2	63	62,814	64,384
Year 3	70	67,267	68,949
Year 4	76	71,256	73,037
Year 5	81	74,745	76,614
Senior Interpreter/Translator			
Year 1	84	76,961	78,885
Year 2	87	79,306	81,289
Year 3	91	82,491	84,553

**Table 2 - Casual Rates of Pay**

Casual Interpreter	1.7.11	1.7.12
Year 1		
Base Hourly Rate (Unloaded)	32.08	32.88
Hourly Rate (Base + 20% + 34.5%)	49.57	50.81
Base Overtime Rate (Base + 34.5%)	43.15	44.23

Year 2		
Base Hourly Rate (Unloaded)	34.4	35.26
Hourly Rate (Base + 20% + 34.5%)	53.15	54.48
Base Overtime Rate (Base + 34.5%)	46.27	47.43
Year 3		
Base Hourly Rate (Unloaded)	36.83	37.75
Hourly Rate (Base + 20% + 34.5%)	56.9	58.32
Base Overtime Rate (Base + 34.5%)	49.54	50.78
Year 4		
Base Hourly Rate (Unloaded)	39.01	39.99
Hourly Rate (Base + 20% + 34.5%)	60.28	61.79
Base Overtime Rate (Base + 34.5%)	52.48	53.79
Year 5		
Base Hourly Rate (Unloaded)	40.92	41.94
Hourly Rate (Base + 20% + 34.5%)	63.22	64.80
Base Overtime Rate (Base + 34.5%)	55.03	56.41
Casual Translator		
Year 1		
Standard Document Translation	24.78	25.40
Non Standard Document Translation		
First 200 words or part thereof	49.57	50.81
Then 100 words thereafter or part thereof	24.78	25.40
Editing		
First 200 words or part thereof	37.18	38.11
Then 100 words thereafter or part thereof	18.59	19.05
Proof Reading		
First 200 words or part thereof	24.78	25.40
Then 100 words thereafter or part thereof	12.39	12.70
Checking		
First 200 words or part thereof	37.18	38.11
Then 100 words thereafter or part thereof	18.59	19.05
Year 2		
Standard Document Translation	26.58	27.24
Non Standard Document Translation		
First 200 words or part thereof	53.15	54.48
Then 100 words thereafter or part thereof	26.58	27.24
Editing		
First 200 words or part thereof	39.86	40.86
Then 100 words thereafter or part thereof	19.93	20.43
Proof Reading		
First 200 words or part thereof	26.58	27.24
Then 100 words thereafter or part thereof	13.28	13.61
Checking		
First 200 words or part thereof	39.86	40.86
Then 100 words thereafter or part thereof	19.93	20.43
Year 3		
Standard Document Translation	28.45	29.16
Non Standard Document Translation		
First 200 words or part thereof	56.9	58.32
Then 100 words thereafter or part thereof	28.45	29.16
Editing		
First 200 words or part thereof	42.67	43.74
Then 100 words thereafter or part thereof	21.34	21.87
Proof Reading		
First 200 words or part thereof	28.45	29.16
Then 100 words thereafter or part thereof	14.23	14.59

Checking		
First 200 words or part thereof	42.67	43.74
Then 100 words thereafter or part thereof	21.34	21.87
Year 4		
Standard Document Translation	30.15	30.90
Non Standard Document Translation		
First 200 words or part thereof	60.28	61.79
Then 100 words thereafter or part thereof	30.15	30.90
Editing		
First 200 words or part thereof	45.21	46.34
Then 100 words thereafter or part thereof	22.6	23.17
Proof Reading		
First 200 words or part thereof	30.15	30.90
Then 100 words thereafter or part thereof	15.07	15.45
Checking		
First 200 words or part thereof	45.21	46.34
Then 100 words thereafter or part thereof	22.6	23.17
Year 5		
Standard Document Translation	31.64	32.43
Non Standard Document Translation		0.00
First 200 words or part thereof	63.21	64.79
Then 100 words thereafter or part thereof	31.64	32.43
Editing		
First 200 words or part thereof	47.43	48.62
Then 100 words thereafter or part thereof	23.71	24.30
Proof Reading		
First 200 words or part thereof	31.64	32.43
Then 100 words thereafter or part thereof	15.81	16.21
Checking		
First 200 words or part thereof	47.43	48.62
Then 100 words thereafter or part thereof	23.71	24.30

**Crown Employees (Jenolan Caves Reserve Trust Division) Salaries Award**

Jenolan Caves Reserve Trust Officers			
Classification and Grades	1.7.10	1.7.11	1.7.12
	Per annum	Per annum	Per annum
	\$	2.50% \$	2.50% \$
Administration Officer	48,784	50,004	51,254
Administration Officer (Special)	50,558	51,822	53,118
Business Development Manager	91,581	93,871	96,218
Caretaker Jenolan Cottages	46,937	48,110	49,313
Manager Caving Operations	73,709	75,552	77,441
Director	133,318	136,651	140,067
Guide - Grade 1	46,937	48,110	49,313
Guide - Grade 2	48,784	50,004	51,254
Maintenance Officer	44,260	45,367	46,501
Karst Resources Officer	70,423	72,184	73,989
Senior Finance Officer	78,139	80,092	82,094
Guide - Grade 3	52,419	53,729	55,072
System Administrator/Finance Officer	70,423	72,184	73,989
Team Leader - Electrical	61,022	62,548	64,112
Team Leader - Maintenance	61,022	62,548	64,112
Trades Officer	50,558	51,822	53,118

Trades Officer - Electrical (W/ends)	57,565	59,004	60,479
Visitor Services Officer (Tickers - PT)*	46,937	48,110	49,313
*Visitor Services Officer part-time works four days per week. Base rate is 80 per cent of Level 1A base rate			

**Crown Employees - Legal Officers (Crown Solicitors Office, Office of Legal Aid Commission, Office of Director of Public Prosecutions an Parliamentary counsel's Office) Award**

Legal Officers				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
<b>Legal Officers</b>				
<b>Grade I</b>				
1st year of service	51	54,576	55,940	57,339
2nd year of service	55	56,644	58,060	59,512
3rd year of service	58	58,249	59,705	61,198
4th year of service	61	60,005	61,505	63,043
5th year of service	65	62,399	63,959	65,558
<b>Grade II</b>				
1st year of service	73	67,539	69,227	70,958
2nd year of service	78	70,929	72,702	74,520
3rd year of service	84	75,084	76,961	78,885
4th year of service	89	78,929	80,902	82,925
5th year of service	93	82,077	84,129	86,232
<b>Grade III</b>				
1st year of service	98	86,498	88,660	90,877
2nd year of service	101	89,076	91,303	93,586
3rd year of service	105	92,513	94,826	97,197
<b>Grade IV</b>				
1st year of service	112	99,116	101,594	104,134
2nd year of service	114	101,024	103,550	106,139
<b>Grade V</b>				
1st year of service	119	106,236	108,892	111,614
2nd year of service	121	108,317	111,025	113,801
<b>Grade VI</b>				
1st year of service	126	114,121	116,974	119,898
2nd year of service	128	116,526	119,439	122,425

**Crown Employees (Librarians, Library Assistants, Library Technicians and Archivists) Award 2008**

Classification and Grades	Salary Point	Per annum 2.50% \$	Per annum 2.50% \$
<b>Librarians and Archivists</b>			
<b>Grade 1</b>			
Year 1	46	53,407	54,742
Year 2	52	56,509	57,922
Year 3	58	59,705	61,198
Year 4	64	63,425	65,011
Year 5	69	66,610	68,275
Year 6	74	69,777	71,521
<b>Grade 2</b>			
Year 1	78	72,702	74,520
Year 2	82	75,552	77,441
Year 3	87	79,306	81,289
Year 4	91	82,491	84,553



Grade 3			
Year 1	96	86,829	89,000
Year 2	99	89,511	91,749
Year 3	103	93,026	95,352
Year 4	107	96,742	99,161
Grade 4			
Year 1	110	99,640	102,131
Year 2	113	102,572	105,136
Year 3	116	105,602	108,242
Year 4	119	108,892	111,614
Grade 5			
Year 1	122	111,965	114,764
Year 2	125	115,718	118,611
Year 3	128	119,439	122,425
Year 4	-	123,491	126,578
Library Assistant			
Year 1	20	41,771	42,815
Year 2	25	44,329	45,437
Year 3	32	47,108	48,286
Year 4	40	50,619	51,884
Year 5	44	52,489	53,801
Library Technician			
Grade 1			
Year 1	46	53,407	54,742
Year 2	52	56,509	57,922
Year 3	58	59,705	61,198
Year 4	64	63,425	65,011
Grade 2			
Year 1	75	70,480	72,242
Year 2	78	72,702	74,520
Year 3	82	75,552	77,441
Year 4	87	79,306	81,289

**Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award**

Classification	Grade	Year	1.7.11	1.7.12
			Per annum 2.50% \$	Per annum 2.50% \$
LHI Officer	1	1	45,353	46,487
		2	47,376	48,560
		3	48,547	49,761
LHI Officer	2	1	49,840	51,086
		2	50,335	51,593
		3	52,513	53,826
LHI Officer	3	1	53,394	54,729
		2	54,897	56,269
		3	56,712	58,130
LHI Officer	4	1	58,361	59,820
		2	61,133	62,661
		3	63,472	65,059
LHI Officer	5	1	64,822	66,443
		2	66,674	68,341
		3	70,542	72,306
LHI Officer	5A	1	70,543	72,307
		2	72,612	74,427
		3	81,445	83,481

		4	84,739	86,857
		5	87,356	89,540
		6	90,254	92,510
LHI Officer	6	1	72,612	74,427
		2	81,445	83,481
		3	84,739	86,857
LHI Officer	7	1	87,356	89,540
		2	90,254	92,510
		3	96,023	98,424
LHI Officer	8	1	98,810	101,280
		2	103,589	106,179
		3	107,880	110,577
LHI Senior Officer	1	1	119,257	122,238
		2	124,411	127,521

**Crown Employees (Museum of applied Arts and Sciences - Casual Guide Lecturers) Award 2007**

Casual Guide Lecturers - Museum of Applied Arts and Sciences			
Classification	1.7.10 Per hour	1.7.11 Per hour 2.50%	1.7.12 Per hour 2.50%
	\$	\$	\$
Casual Guide Lecturer	38.56	39.52	40.51

**Crown Employees (NSW Attorney General's Department - Reporting Services Branch) Sound Reporters Award 2007**

Multi-Skilled Reporters and Sound Reporters Dual Remote				
Classification and Grade	Common Salary Point	1.7.10 Per annum	1.7.11 Per annum 2.50%	1.7.12 Per annum 2.50%
		\$	\$	\$
Trainee Multi-Skilled Sound Reporter Year 1	46	52,104	53,407	54,742
Multi-Skilled Sound Reporter Year 2	52	55,131	56,509	57,922
Multi-Skilled Sound Reporter Year 3	55	56,644	58,060	59,512
Multi-Skilled Sound Reporter Year 4	58	58,249	59,705	61,198
Multi-Skilled Sound Reporter Year 5	61	60,005	61,505	63,043
Sound Reporter Dual Remote	64	61,878	63,425	65,011

**Crown Employees (New South Wales Department of Ageing, Disability and Home Care) Residential Centre Support Services Staff Award**

Residential Centre Support Services Staff - Department of Ageing, Disability and Home Care			
Classification and Grades	1.7.10 Per annum	1.7.11 Per annum 2.50%	1.7.12 Per annum 2.50%
	\$	\$	\$
Schedule A			
Transport Driver			
Up to 2,950 kilograms	42,678	43,745	44,839
Over 2,950 kilos and up to 4,650 kilos*	43,026	44,102	45,205
Over 4,650 kilos and up to 7,700 kilos*	43,392	44,477	45,589
Over 7,700 kilos and up to 10,800 kilos*	43,836	44,932	46,055
Over 10,800 kilos and up to 12,350 kilos*	44,214	45,319	46,452
Over 12,350 kilos and up to 15,5000 kilos*	44,563	45,677	46,819
Over 15,500 kilos and up to 21,000 kilos*	45,000	46,125	47,278
Over 21,000 kilos and up to 22,450 kilos*	45,369	46,503	47,666

*Manufacturer's Gross Vehicle Mass			
Extra Hand	42,678	43,745	44,839
Services Support Officer -			
Grade 1	39,217	40,197	41,202
Grade 2	40,273	41,280	42,312
Grade 3	41,585	42,625	43,691
Apprentice Cook -			
1st six months (50%)	21,340	21,874	22,421
2nd six months (70%)	29,875	30,622	31,388
3rd six months (80%)	34,143	34,997	35,872
4th six months (85%)	36,277	37,184	38,114
5th six months (90%)	38,411	39,371	40,355
6th six months (95%)	40,544	41,558	42,597
Hunter Residences -			
Head Chef	57,624	59,065	60,542
Chef	51,016	52,291	53,598
Metro Residences -			
Head Chef	46,496	47,658	48,849
Deputy Head Chef	44,563	45,677	46,819
Chef	43,836	44,932	46,055
Other Residences -			
Head Chef	44,563	45,677	46,819
Deputy Head Chef	43,836	44,932	46,055
Chef	42,678	43,745	44,839
Outdoor Attendant Sewerage Works - Peat Island	44,563	45,677	46,819
Gardener (Tradesperson)	47,070	48,247	49,453
Gardener (non-Tradesperson)	44,214	45,319	46,452
Instructor Woodwork -			
Without Qualifications - 1st Year	51,014	52,289	53,596
Without Qualifications - 2nd Year	51,980	53,280	54,612
Without Qualifications - Thereafter	52,509	53,822	55,168
With Qualifications - 1st Year	52,098	53,400	54,735
With Qualifications - 2nd Year	53,434	54,770	56,139
With Qualifications - Thereafter	53,976	55,325	56,708
Technical Instructor Without Qualifications -			
1st Year	47,952	49,151	50,380
2nd Year	48,342	49,551	50,790
Thereafter	48,891	50,113	51,366
Technical Instructor With Qualifications -			
1st Year	49,764	51,008	52,283
2nd Year	50,132	51,385	52,670
Thereafter	51,014	52,289	53,596
Therapy Aide -			
1st Year	42,681	43,748	44,482
2nd Year	43,396	44,481	45,593
Thereafter	44,560	45,674	46,816
Supervisor - Linen Distribution -			
Rydalmere	44,992	46,117	47,270
Marsden, Grosvenor	42,987	44,062	45,164
Schedule B - Special Allowances			
(i) Services Support Officers Grade 2 additional duties allowance	13.5 per week	13.84 per week	14.19 per week
(ii) Sewerage works and grease traps allowance \$3.40 Per week (the allowance is not automatically adjusted in the future)			

(iii) Sewerage chokages allowance	8.1 per day	8.3 per day	8.51 per day
(iv) Drivers and Extra Hands who handle wet and dry garbage shall be paid an allowance per hour	0.44 per hour	0.45 per hour	0.46 per hour
(v) Staff members required to handle linen of a nauseous nature (other than in sealed bags) per shift	3.83 per shift	3.93 per shift	4.03 per shift
(vi) Leading Hand Allowance (Per Week)	Per week		
In charge of 2 to 5 other officers	27.85	28.55	29.26
In charge of 6 to 10 other officers	39.7	40.69	41.71
In charge of 11 to 15 other officers	50.55	51.81	53.11
In charge of 16 to 19 other officers	61.9	63.45	65.04
(vii) A Boiler Attendant required to attend more than one high pressure boiler	733.4 per annum	751.74 per annum	770.53 per annum
(viii) Uniform Allowance - If the uniform of a staff member is not laundered at the expense of the Department - \$5.35 per week			
Schedule C - Allowances			
(i) Cold Places - Where temperature is reduced by artificial means to below 0 degrees Celsius	0.67 per hour	0.69 per hour	0.71 per hour
(ii) Confined Spaces	0.85 per hour	0.87 per hour	0.89 per hour
(iii) Dirty Work	0.67 per hour	0.69 per hour	0.71 per hour
(iv) Height Money	0.67 per hour	0.69 per hour	0.71 per hour
Staff members working at a height of 7.5 metres from the ground, deck, floor or water			
And for every additional 3 metres	0.2 per hour	0.21 per hour	0.22 per hour
(v) Hot Places			
Staff members working in the shade in places where: the temperature is raised by artificial means to between 46 degrees Celsius and 54 degrees Celsius	0.67 per hour	0.69 per hour	0.71 per hour
the temperature exceeds 54 degrees Celsius	0.85 per hour	0.87 per hour	0.89 per hour
(vi)(a) Insulation Material			
Staff members working in any room or similar area or in any confined (unventilated) space where pumice or other unrecognised insulating material is being used in insulating work	0.56 per hour	0.57 per hour	0.58 per hour
Where the insulating material is silicate	0.85 per hour	0.87 per hour	0.89 per hour
(b) Asbestos			
A staff member required to work with any materials containing asbestos and where safeguards include the mandatory wearing of protective equipment	0.67 per hour	0.69 per hour	0.71 per hour

(vii) Wet Places (a) (1) A staff member working in a place where water other than rain is falling so that their clothing shall be appreciably wet and/or water, oil or mud underfoot is sufficient to saturate their boots	0.67 per hour	0.69 per hour	0.71 per hour
(2) Where a staff member is required to work in the rain	0.67 per hour	0.69 per hour	0.71 per hour
(b) A staff member is called upon to work knee-deep in mud or water	5.3 per day	5.43 per day	5.57 per day
(viii) Acid Furnaces, Stills, etc.- A staff member engaged on the construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work	3.45 per hour	3.54 per hour	3.63 per hour
(ix) Depth Money - A staff member engaged in tunnels, cylinders, caissons, coffer dams and sewer work and in underground shafts exceeding 3 metres in depth	0.67 per hour	0.69 per hour	0.71 per hour
(xii) Roof Work	0.85 per hour	0.87 per hour	0.89 per hour
(xiii) Explosive Powered Tools Staff members required to use explosive powered tools shall be paid	0.04 per hour	0.04 per hour	0.04 per hour
With a minimum payment per day	1.57 per day	1.61 per hour	1.65 per hour
(xiv) Toxic and Obnoxious Substances - (a) A staff member engaged in either the preparation and/or the application of toxic or epoxy based materials	0.85 per hour	0.87 per hour	0.89 per hour
(b) In addition, staff members applying such material in buildings where the air-conditioning plant is not operating.	0.58 per hour	0.59 per hour	0.60 per hour
(c) 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 and, in addition, protective clothing shall be supplied where recommended by the Department.			
(d) Staff members working in close proximity to staff members so engaged	0.67 per hour	0.69 per hour	0.71 per hour
Schedule D - Existing staff as at 19/4/99 Outdoor Attendant (Other) 11th year and thereafter Current incumbents only	42,340 per annum	43,399 per annum	44,484 per annum
(x) Swinging Scaffolds - (a) A staff member working in a bosun's chair or on a Swinging scaffold shall be paid	4.92 per hour	5.04 per hour	5.17 per hour

(xi) Spray Application - carried out in other than a properly constructed booth	0.67 per hour	0.69 per hour	
(x) Swinging Scaffolds - (a) A staff member working in a bosun's chair or on a swinging scaffold shall be paid: For the first four hours whilst so engaged	4.92 per hour	5.04 per hour	5.17 per hour
After four hours	0.99 per hour	1.01 per hour	1.04 per hour
(xi) Spray Application - carried out in other than a properly constructed booth	0.67 per hour	0.69 per hour	0.71 per hour

**Crown Employees (NSW Department of Services, Technology and Administration, Government Chief Information Office) Award 2009**

Classifications and grades	Common salary point		1.7.11 per annum 2.50% \$	1.7.12 per annum 2.50% \$
	General Scale	Year 1	7	31,193
	Year 2	11	37,729	38,672
	Year 3	17	40,662	41,679
	Year 4	20	41,771	42,815
	Year 5	23	43,539	44,627
	Year 6	25	44,329	45,437
	Year 7	28	45,428	46,564
	Year 8	32	47,108	48,286
	Year 9	36	48,816	50,036
	Year 10	40	50,619	51,884
Grade 1-2	Year 1	46	53,407	54,742
	Year 2	49	54,977	56,351
	Year 3	52	56,509	57,922
	Year 4	55	58,060	59,512
Grade 3-4	Year 1	58	59,705	61,198
	Year 2	61	61,505	63,043
	Year 3	64	63,425	65,011
	Year 4	67	65,376	67,010
Grade 5-6	Year 1	75	70,480	72,242
	Year 2	78	72,702	74,520
	Year 3	82	75,552	77,441
	Year 4	85	77,767	79,711
Grade 7-8	Year 1	88	80,096	82,098
	Year 2	91	82,491	84,553
	Year 3	95	85,928	88,076
	Year 4	98	88,660	90,877
Grade 9-10	Year 1	101	91,303	93,586
	Year 2	104	93,870	96,217
	Year 3	108	97,702	100,145
	Year 4	111	100,613	103,128
Grade 11	Year 1	116	105,602	108,242
	Year 2	120	110,079	112,831

Grade 12	Year 1	126	116,974	119,898
	Year 2	130	122,128	125,181
Senior Officer Grade 1	Year 1	-	136,651	140,067
	Year 2	-	147,245	150,926
Senior Officer Grade 2	Year 1	-	149,737	153,480
	Year 2	-	160,294	164,301
senior officer grade 3	Year 1	-	165,658	169,799
	Year 2	-	181,844	186,390

**Crown Employees (NSW Department of Community Services) After Hours Service Award**

After Hour Service - Department of Community Services			
	1.7.10 Per day	1.7.11 Per day 2.50%	1.7.12 Per day 2.50%
	\$	\$	\$
Monday 5.00 pm to Saturday 9.00 am	86.06	88.21	90.42
Saturday 9.00 am to Sunday 9.00 am	129.07	132.3	135.61
Sunday 9.00 am to Monday 9.00 am	129.07	132.3	135.61
Public Holiday	129.07	132.3	135.61
Other Rates and Allowances			0.00
Disturbance Rate	25.79	26.43	27.09

**Crown Employees (NSW Department of Lands - Departmental Officers) Award**

Departmental Officer - Department of Lands					
Classifications and Grades		CSP NO.	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
General Scale	Year 1	7	30,432	31,193	31,973
	Year 2	11	36,809	37,729	38,672
	Year 3	17	39,670	40,662	41,679
	Year 4	20	40,752	41,771	42,815
	Year 5	23	42,477	43,539	44,627
	Year 6	25	43,248	44,329	45,437
	Year 7	28	44,320	45,428	46,564
	Year 8	32	45,959	47,108	48,286
	Year 9	36	47,625	48,816	50,036
	Year 10	40	49,384	50,619	51,884
Grade 1-2 (Level 1)	Year 1	46	52,104	53,407	54,742
	Year 2	49	53,636	54,977	56,351
	Year 3	52	55,131	56,509	57,922
	Year 4	55	56,644	58,060	59,512
Grade 3-4 (Level 2)	Year 1	58	58,249	59,705	61,198
	Year 2	61	60,005	61,505	63,043
	Year 3	64	61,878	63,425	65,011
	Year 4	67	63,781	65,376	67,010
Grade 5-6 (Level 3)	Year 1	75	68,761	70,480	72,242
	Year 2	78	70,929	72,702	74,520
	Year 3	82	73,709	75,552	77,441
	Year 4	85	75,870	77,767	79,711
Grade 7-8 (Level 4)	Year 1	88	78,142	80,096	82,098
	Year 2	91	80,479	82,491	84,553
	Year 3	95	83,832	85,928	88,076
	Year 4	98	86,498	88,660	90,877
Grade 9-10 (Level 5)	Year 1	101	89,076	91,303	93,586
	Year 2	104	91,580	93,870	96,217

	Year 3	108	95,319	97,702	100,145
	Year 4	111	98,159	100,613	103,128
Grade 11 (Level 6)	Year 1	116	103,026	105,602	108,242
	Year 2	120	107,394	110,079	112,831
Grade 12 (Level 7)	Year 1	126	114,121	116,974	119,898
	Year 2	130	119,149	122,128	125,181
Senior Officer Grade 1 (Level 8)	Year 1	-	133,318	136,651	140,067
	Year 2	-	143,654	147,245	150,926
Senior Officer Grade 2 (Level 9)	Year 1	-	146,085	149,737	153,480
	Year 2	-	156,384	160,294	164,301
Senior Officer Grade 3 (Level 10)	Year 1	-	161,618	165,658	169,799
	Year 2	-	177,409	181,844	186,390

**Crown Employees (NSW Department of Lands = Graphic Service Operators) Award**

Classification	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Graphic Service Operator Class 2				
Commencing Salary	46	52,104	53,407	54,742
After completion of stage 1 training	49	53,636	54,977	56,351
After completion of stage 2 training	52	55,131	56,509	57,922
After completion of stage 3 training	55	56,644	58,060	59,512
Graphic Service Operator Class 1				
Commencing Salary	58	58,249	59,705	61,198
After completion of stage 1 training	61	60,005	61,505	63,043
After completion of stage 2 training	64	61,878	63,425	65,011
After completion of stage 3 training	67	63,781	65,376	67,010
After completion of stage 4 training	75	68,761	70,480	72,242
After completion of stage 5 training	78	70,929	72,702	74,520
Graphic Services Operator - Shift Supervisor				
Commencement salary	88	78,142	80,096	82,098
Year 2	91	80,479	82,491	84,553
Year 3	95	83,832	85,928	88,076
Year 4	98	86,498	88,660	90,877

**Crown Employees (NSW Department of Primary Industries) Domestic Services Officers Award**

Domestic Services Officers - Department of Primary Industries				
Classification	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Domestic Services Officers (A) Full Time (Old Classifications)				
Level 1 Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person, Boiler Attendant, Fourth Cook, General Services Officer Grade 1	17	39,670	40,662	41,679
Level 2 Cook 1, 2 and 3, Butcher, Kitchen Supervisor, General Services Officer Grade 2,	23	42,477	43,539	44,627



General Services Officer Grade 3, Security Officer Grade 1				
Level 3 Security Officer Grade 2, Assistant House Supervisor, Security Officer Grade 3	31	45,519	46,657	47,823
Level 4 House Supervisor	44	51,209	52,489	53,801
Level 5 Manager Catering and Accommodation	70	65,626	67,267	68,949
Apprentice Cook (Per week)		Per week \$		
1st Year	-	420.9	431.42	442.21
2nd Year	-	555.6	569.49	583.73
3rd Year	-	687.2	704.38	721.99
4th Year	-	804.3	824.41	845.02
Other Rates and Allowances				
Qualification - Commercial Cookery Trade Course Stage I (Per annum)	-	739	757	775.93
Qualification - Commercial Cookery Trade Course Stage II and III (Per annum)	-	1,482	1,519	1,557
Broken Shift (Per day)	-	12.48	12.79	13.11

**Crown Employees (NSW Department of Primary Industries) Fisheries Staff Award**

Fisheries Staff				
Administrative and Clerical Officers	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
General Scale				
Year 1	9	34,483	35,345	36,229
Year 2	17	39,670	40,662	41,679
Year 3	25	43,248	44,329	45,437
Year 4	32	45,959	47,108	48,286
Year 5	40	49,384	50,619	51,884
Clerical Officers - Grade 1/2				
Year 1	9	34,483	35,345	36,229
Year 2	17	39,670	40,662	41,679
Year 3	25	43,248	44,329	45,437
Year 4	32	45,959	47,108	48,286
Year 5	40	49,384	50,619	51,884
Fisheries Officers - Grade 1				
Year 1	52	55,131	56,509	57,922
Grade 2				
Year 1	58	58,249	59,705	61,198
Year 2	64	61,878	63,425	65,011
Grade 3				
Year 1	64	61,878	63,425	65,011
Year 2	67	63,781	65,376	67,010
District Fisheries Officer				
Year 1	78	70,929	72,702	74,520
Year 2	85	75,870	77,767	79,711

Supervising Fisheries Officer				
Year 1	101	89,076	91,303	93,586
Year 2	104	91,580	93,870	96,217
Clause 4 (i)(a) Fisheries Officers receive a salary loading of 13.7%				
Fisheries Scientific Technicians				
Grade 1				
Year 1	-	38,083	39,035	40,011
Year 2	-	40,643	41,659	42,700
Year 3	-	43,248	44,329	45,437
Year 4	-	45,774	46,918	48,091
Year 5	-	48,337	49,545	50,784
Year 6	-	50,897	52,169	53,473
Grade 2				
Year 1	-	52,944	54,268	55,625
Year 2	-	55,728	57,121	58,549
Year 3	-	58,516	59,979	61,478
Grade 3				
Year 1	-	61,301	62,834	64,405
Year 2	-	64,459	66,070	67,722
Year 3	-	69,515	71,253	73,034
Grade 4				
Year 1	-	70,775	72,544	74,358
Year 2	-	72,912	74,735	76,603
Year 3	-	75,084	76,961	78,885
Grade 5				
Year 1	-	77,837	79,783	81,778
Year 2	-	80,624	82,640	84,706
Year 3	-	83,832	85,928	88,076
Fisheries Maintenance Technician				
Grade 1				
Year 1	-	38,083	39,035	40,011
Year 2	-	40,643	41,659	42,700
Year 3	-	43,248	44,329	45,437
Year 4	-	45,774	46,918	48,091
Year 5	-	48,337	49,545	50,784
Year 6	-	50,897	52,169	53,473
Grade 2				
Year 1	-	52,944	54,268	55,625
Year 2	-	55,728	57,121	58,549
Year 3	-	58,516	59,979	61,478
Grade 3				
Year 1	-	61,301	62,834	64,405
Year 2	-	64,459	66,070	67,722
Year 3	-	69,515	71,253	73,034
Grade 4				
Year 1	-	70,775	72,544	74,358
Year 2	-	72,912	74,735	76,603
Year 3	-	75,084	76,961	78,885
Grade 5				
Year 1	-	77,837	79,783	81,778
Year 2	-	80,624	82,640	84,706
Year 3	-	83,832	85,928	88,076
Fish Hatchery Staff				
Assistant Manager				
Year 1	-	52,944	54,268	55,625
Year 2	-	55,728	57,121	58,549
Year 3	-	58,517	59,980	61,480

Manager				
Year 1	-	61,301	62,834	64,405
Year 2	-	64,459	66,070	67,722
Year 3	-	69,518	71,256	73,037
Clause 4 (i)(c) Fish Hatchery Staff receive a salary loading of 11.05%				
Senior Manager	-			
Year 1	-	123,801	126,896	130,068
Year 2	-	135,758	139,152	142,631
Other Rates and Allowances				
Brief Description				
Regional Dive Coordinator		1,766	1,810	1,855
Regional Dive Officer		1,238	1,269	1,301

**Crown Employees (NSW Department of Primary Industries - Forests NSW) Forestry Field Officers Award**

Forestry Field Officers - Forests NSW Classification and grades		Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Forest Assistant					
Grade 1	First Year	36	47,625	48,816	50,036
	Second Year	42	50,332	51,590	52,880
	Third Year	46	52,104	53,407	54,742
	Fourth Year	50	54,155	55,509	56,897
	Fifth Year	63	61,282	62,814	64,384
Grade 2	First Year	70	65,626	67,267	68,949
	Second Year	77	70,113	71,866	73,663
Forester					
Grade 1	First Year	50	54,155	55,509	56,897
	Second Year	63	61,282	62,814	64,384
	Third Year	70	65,626	67,267	68,949
	Fourth Year	77	70,113	71,866	73,663
	Fifth Year	87	77,372	79,306	81,289
	Sixth Year	94	82,959	85,033	87,159
Grade 2	First Year	99	87,328	89,511	91,749
	Second Year	103	90,757	93,026	95,352
	Third Year	105	92,513	94,826	97,197
Grade 3		109	96,266	98,673	101,140
Grade 4		111	98,159	100,613	103,128
Grade 5		113	100,070	102,572	105,136
Grade 6	First Year	126	114,121	116,974	119,898
	Second Year	128	116,526	119,439	122,425
Grade 7		130	119,149	122,128	125,181

**Crown Employees (NSW Department of Primary Industries - Forests NSW) Senior Staff Award**

Senior Staff - Forests NSW			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Level 1	118,671	121,638	124,679
	125,480	128,617	131,832
Level 2	125,481	128,618	131,833
	135,608	138,998	142,473

Level 3	135,609 142,404	138,999 145,964	142,474 149,613
Level 4	142,405 146,265	145,965 149,922	149,614 153,670

**Crown Employees (NSW Department of Primary Industries) Geoscientists Award**

Geoscientists, Department of Primary Industries				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
<b>Geoscientists</b>				
<b>Grade I</b>				
1st year of service	47	52,651	53,967	55,316
2nd year of service	51	54,576	55,940	57,339
3rd year of service	57	57,679	59,121	60,599
4th year of service	64	61,878	63,425	65,011
5th year of service	71	66,282	67,939	69,637
6th year of service and thereafter	77	70,113	71,866	73,663
<b>Grade II</b>				
1st year of service	82	73,709	75,552	77,441
2nd year of service	85	75,870	77,767	79,711
3rd year of service	89	78,929	80,902	82,925
4th year of service and thereafter	94	82,959	85,033	87,159
<b>Senior</b>				
1st year of service	97	85,562	87,701	89,894
2nd year of service	99	87,328	89,511	91,749
3rd year of service	102	89,930	92,178	94,482
4th year of service and thereafter	105	92,513	94,826	97,197
<b>Principal</b>				
1st year of service	111	98,159	100,613	103,128
2nd year of service and thereafter	114	101,024	103,550	106,139
<b>Assistant Director, Geological Survey</b>				
1st year of service	119	106,236	108,892	111,614
2nd year of service	124	111,665	114,457	117,318
3rd year of service and thereafter	128	116,526	119,439	122,425

**Crown Employees (NSW Department of Primary Industries) Land Information Officers Award**

Land Information Officers - Department of Primary Industries				
Classification	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
<b>Land Information Officer Level 1</b>				
Year 1	20	40,752	41,771	42,815
Year 2	27	43,949	45,048	46,174
Year 3	36	47,625	48,816	50,036
Year 4	46	52,104	53,407	54,742
<b>Land Information Officer Level 2</b>				
Year 1	52	55,131	56,509	57,922
Year 2	57	57,679	59,121	60,599
Year 3	62	60,571	62,085	63,637
<b>Land Information Officer Level 3</b>				
Year 1	67	63,781	65,376	67,010
Year 2	71	66,282	67,939	69,637

Year 3	75	68,761	70,480	72,242
Year 4	78	70,929	72,702	74,520
Land Information Officer Level 4				
Year 1	82	73,709	75,552	77,441
Year 2	85	75,870	77,767	79,711
Year 3	88	78,142	80,096	82,098
Land Information Officer Level 5				
Year 1	91	80,479	82,491	84,553
Year 2	94	82,959	85,033	87,159
Year 3	98	86,498	88,660	90,877
Land Information Officer Level 6				
Year 1	101	89,076	91,303	93,586
Year 2	105	92,513	94,826	97,197
Year 3	108	95,319	97,702	100,145
Year 4	111	98,159	100,613	103,128
Land Information Officer Level 7				
Year 1	116	103,026	105,602	108,242
Year 2	120	107,394	110,079	112,831
Year 3	126	114,121	116,974	119,898
Year 4	130	119,149	122,128	125,181

**Crown Employees (NSW Department of Primary Industries) Local Coordinator Allowance Award**

	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Staff Administered by Local Office Coordinator			
Full Allowance -			
Up to three staff	2,050	2,101	2,154
Up to six staff	3,072	3,149	3,228
Up to ten staff	4,099	4,201	4,306
More than ten staff	6,148	6,302	6,460
Partial Allowance -			
Up to three staff	1,024	1,050	1,076
Up to six staff	1,537	1,575	1,614
Up to ten staff	2,050	2,101	2,154
More than ten staff	3,074	3,151	3,230

**Crown Employees (NSW Department of Primary Industries) Mine Safety and Environment Officers Award**

	Classification and Grade	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Inspector Grade 1 -					
Mine Safety Officer	Level 1	50	54,155	55,509	56,897
Inspector (Information and Analysis)	Level 2	57	57,679	59,121	60,599
Inspector (Mining)	Level 3	63	61,282	62,814	64,384
Inspector (Environment)	Level 4	69	64,985	66,610	68,275
	Level 5	75	68,761	70,480	72,242
	Level 6	80	72,273	74,080	75,932
	Level 7	92	81,224	83,255	85,336
	Level 8	102	89,930	92,178	94,482
	Level 9	112	99,116	101,594	104,134

Inspector Grade 2 - Inspector (Review, Enforcement and Systems)	Level 1		112,848	115,669	118,561
Mine Safety Officer	Level 2	-	116,640	119,556	122,545
Inspector (Mining)	Level 3	-	120,350	123,359	126,443
Inspector (Environment)	Level 4	-	123,378	126,462	129,624
	Level 5	-	127,483	130,670	133,937
	Level 6	-	130,619	133,884	137,231
Inspector Grade 3 - Inspector (Management and/or Systems)	Level 1	-	143,983	147,583	151,273
Inspector (Mining)	Level 2	-	149,317	153,050	156,876
Inspector (Environment)	Level 3	-	155,143	159,022	162,998
	Level 4	-	160,891	164,913	169,036
	Level 5	-	166,639	170,805	175,075
Inspector Grade 4 - Regional Manager Grade 4	Level 1	-	168,895	173,117	177,445
Assistant Director	Level 2	-	175,154	179,533	184,021
Deputy Chief Inspector Grade 4					

**Crown Employees (NSW Department of Primary Industries) Operational Staff Award**

Operational Staff - NSW Department of Primary Industries				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Junior				
Under 17	-	29,432	30,168	30,922
at 17 years	-	35,739	36,632	37,548
Grade 1				
Step 1	-	42,044	43,095	44,172
Step 2	26	43,598	44,688	45,805
Step 3	29	44,777	45,896	47,043
Step 4	33	46,332	47,490	48,677
Grade 2				
Step 1	36	47,625	48,816	50,036
Step 2	39	48,980	50,205	51,460
Step 3	43	50,831	52,102	53,405
Step 4	46	52,104	53,407	54,742
Grade 3				
Step 1	46	52,104	53,407	54,742
Step 2	50	54,155	55,509	56,897
Step 3	53	55,603	56,993	58,418
Grade 4				
Step 1	56	57,175	58,604	60,069
Step 2	60	59,404	60,889	62,411
Step 3	63	61,282	62,814	64,384
Grade 5				
Step 1	63	61,282	62,814	64,384
Step 2	66	63,136	64,714	66,332
Step 3	70	65,626	67,267	68,949
Grade 6				
Step 1	73	67,539	69,227	70,958
Step 2	76	69,518	71,256	73,037
Step 3	80	72,273	74,080	75,932

Apprentices Full-time (Weekly Rate)				
Year 1	-	420.9	431.42	442.21
Year 2	-	555.6	569.49	583.73
Year 3	-	707.9	725.6	743.74
Year 4	-	804.3	824.41	845.02
Chokage, etc., allowance per day or part thereof	-	7.86 per day	8.06 per day	8.26
Maintenance Operator - Licence and Registration Allowances		Per annum	Per annum	Per annum
Electricians Licence A Grade	-	2,190	2,245	2,301
B Grade	-	1,178	1,207	1,237
Registration Allowance	-	1,649	1,690	1,732
(a) Plumber's Licence	-	2,165	2,219	2,274
(b) Gasfitter's Licence	-	2,165	2,219	2,274
(c) Drainer's Licence	-	1,866	1,913	1,961
(d) Plumber's/Gasfitter's Licence	-	2,889	2,961	3,035
(e) Gasfitter's/Drainer's Licence	-	2,889	2,961	3,035
(f) Plumber's/Drainer's Licence	-	2,889	2,961	3,035
(g) Plumber's/Gasfitter's/Drainer's Licence	-	3,986	4,086	4,188
Leading Hand Allowance	-	1,908 per annum	1,956 per annum	2,005
Broken Shift	-	12.15 per day	12.45 per day	12.76
Occupational First Aid	-	21.6 per week	22.14 per week	22.69
First Aid Allowance	-	14.5 per week	14.86 per week	15.23
Refrigeration Allowance	-	578 per annum	592 per annum	606.80

**Crown Employees (NSW Department of Primary Industries) Professional Officers Award**

Professional Officers - Department of Primary Industries					
Classification and Grades	Salary Class	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade 1					
Year 1	46	46	52,104	53,407	54,742
Year 2	50	50	54,155	55,509	56,897
Year 3	56	56	57,175	58,604	60,069
Year 4	64	64	61,878	63,425	65,011
Year 5	70	70	65,626	67,267	68,949
Year 6	76	76	69,518	71,256	73,037
Grade 2					
Year 1	81	81	72,922	74,745	76,614
Year 2	84	84	75,084	76,961	78,885
Year 3	87	87	77,372	79,306	81,289
Year 4	91	91	80,479	82,491	84,553

Grade 3					
Year 1	95	95	83,832	85,928	88,076
Year 2	98	98	86,498	88,660	90,877
Year 3	100	100	88,220	90,426	92,687
Year 4	103	103	90,757	93,026	95,352
Grade 4					
Year 1	107	107	94,382	96,742	99,161
Year 2	110	110	97,210	99,640	102,131
Year 3	113	113	100,070	102,572	105,136
Grade 5					
Year 1	116	116	103,026	105,602	108,242
Year 2	118	118	105,083	107,710	110,403
Grade 6					
Year 1	121	121	108,317	111,025	113,801
Year 2	124	124	111,665	114,457	117,318
Grade 7					
Year 1	127	127	115,317	118,200	121,155
Year 2	130	130	119,149	122,128	125,181
Grade 8					
Year 1	132	-	124,970	128,094	131,296
Year 2	133	-	131,265	134,547	137,911
Grade 9					
Year 1	134	-	137,908	141,356	144,890
Year 2	135	-	144,889	148,511	152,224
OIC Veterinary Laboratory Allowance		-	6,148	6,302	6,460

**Crown Employees (NSW Department of Primary Industries) Regulatory Officers Award**

Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade 1, Year 1	29	44,777	45,896	47,043
Grade 1, Year 2	33	46,332	47,490	48,677
Grade 1, Year 3	37	48,080	49,282	50,514
Grade 2, Year 1	42	50,332	51,590	52,880
Grade 2, Year 2	50	54,155	55,509	56,897
Grade 2, Year 3	56	57,175	58,604	60,069
Grade 3, Year 1	62	60,571	62,085	63,637
Grade 3, Year 2	70	65,626	67,267	68,949
Grade 3, Year 3	74	68,075	69,777	71,521
Grade 4, Year 1	78	70,929	72,702	74,520
Grade 4, Year 2	81	72,922	74,745	76,614
Grade 5, Year 1	85	75,870	77,767	79,711
Grade 5, Year 2	88	78,142	80,096	82,098
Grade 6, Year 1	95	83,832	85,928	88,076
Grade 6, Year 2	98	86,498	88,660	90,877
Grade 7, Year 1	100	88,220	90,426	92,687
Grade 7, Year 2	103	90,757	93,026	95,352
Grade 8, Year 1	107	94,382	96,742	99,161
Grade 8, Year 2	110	97,210	99,640	102,131
Grade 8, Year 3	113	100,070	102,572	105,136
Allowances				
One person crossing relief allowance	-	4,801	4,921	5,044
One person crossing telephone allowance	-	2,372	2,431	2,492



**Crown Employees (NSW Department of Primary Industries) Technical Staff Award**

Technical Staff - NSW Department of Primary Industries				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Technical Assistant - Junior Under 17	n/a	21,799	22,344	22,903
Age 17	n/a	26,158	26,812	27,482
Age 18	n/a	30,520	31,283	32,065
Age 19	n/a	34,881	35,753	36,647
Age 20	n/a	39,239	40,220	41,226
Grade 1				
1st Year	26	43,598	44,688	45,805
2nd Year	29	44,777	45,896	47,043
3rd Year and thereafter	33	46,332	47,490	48,677
Grade 2				
1st Year	36	47,625	48,816	50,036
2nd Year and thereafter	39	48,980	50,205	51,460
Grade 3				
1st Year	43	50,831	52,102	53,405
2nd Year and thereafter	46	52,104	53,407	54,742
Technical Officer -				
Grade 1				
1st Year	46	52,104	53,407	54,742
2nd Year	50	54,155	55,509	56,897
3rd Year	53	55,603	56,993	58,418
4th Year and thereafter	56	57,175	58,604	60,069
Grade 2				
1st Year	64	61,878	63,425	65,011
2nd Year	67	63,781	65,376	67,010
3rd Year	70	65,626	67,267	68,949
4th Year and thereafter	76	69,518	71,256	73,037
Grade 3				
1st Year	81	72,922	74,745	76,614
2nd Year	84	75,084	76,961	78,885
3rd Year	87	77,372	79,306	81,289
4th Year and thereafter	91	80,479	82,491	84,553
Grade 4				
1st Year	95	83,832	85,928	88,076
2nd Year	98	86,498	88,660	90,877
3rd Year	100	88,220	90,426	92,687
4th Year and thereafter	103	90,757	93,026	95,352
Grade 5				
1st Year	107	94,382	96,742	99,161
2nd Year	110	97,210	99,640	102,131
3rd Year and thereafter	113	100,070	102,572	105,136
Technical Co-ordinator Allowance	-	2,340	2,399	2,459

**Crown Employees (NSW Police Administrative Officers and Temporary employees - Salaries Award  
(2009)**

Administrative Officer and Temporary Employee Classifications		
Classification and Grades	1.7.11	1.7.12
Armourer, Police		
1st year of service	62,814	64,384
2nd year of service	63,959	65,558
3rd year of service	65,376	67,010
4th year of service and thereafter	66,610	68,275
Senior Armourer, Police		
1st year of service	69,777	71,521
2nd year of service	71,256	73,037
3rd year of service and thereafter	73,284	75,116
Administrative and Clerical Clerks General Scale		
Clerks General Scale step 1	25,860	26,507
Clerks General Scale step 2	29,346	30,080
Clerks General Scale step 3	31,193	31,973
- 1st year of service or 18 years		
Clerks General Scale step 4	35,345	36,229
Minimum for:		
- employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age		
- employee with Higher School Certificate Qualification at 19 years of age		
Clerks General Scale step 5	37,729	38,672
Minimum for:		
- employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age		
- employee 20 years of age		
Clerks General Scale step 6	40,662	41,679
Minimum for employee 21 years of age		
Clerks General Scale step 7	41,771	42,815
Clerks General Scale step 8	43,539	44,627
Clerks General Scale step 9	44,329	45,437
Clerks General Scale step 10	45,428	46,564
Clerks General Scale step 11	47,108	48,286
Clerks General Scale step 12	48,816	50,036
Clerks General Scale step 13	50,619	51,884
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	52,784	54,104
Grade 1		
1st year of service	53,407	54,742
Thereafter	54,977	56,351
Grade 2		
1st year of service	56,509	57,922
Thereafter	58,060	59,512
Grade 3		
1st year of service	59,705	61,198
Thereafter	61,505	63,043

Grade 4		
1st year of service	63,425	65,011
Thereafter	65,376	67,010
Grade 5		
1st year of service	70,480	72,242
Thereafter	72,702	74,520
Grade 6		
1st year of service	75,552	77,441
Thereafter	77,767	79,711
Grade 7		
1st year of service	80,096	82,098
Thereafter	82,491	84,553
Grade 8		
1st year of service	85,928	88,076
Thereafter	88,660	90,877
Grade 9		
1st year of service	91,303	93,586
Thereafter	93,870	96,217
Grade 10		
1st year of service	97,702	100,145
Thereafter	100,613	103,128
Grade 11		
1st year of service	105,602	108,242
Thereafter	110,079	112,831
Grade 12		
1st year of service	116,974	119,898
Thereafter	122,128	125,181
Bar Manager, Police College		
1st year of service	53,000	54,325
Thereafter	53,967	55,316
Building Manager (Sydney Police Centre)		
1st year of service	67,267	68,949
2nd year of service	67,939	69,637
PT Building Manager Allowance	1,229	1,260
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of the award		
Clinical Pharmacologist	132,588	135,903
Computer Systems Officer (CSO)		
CSO Level 1 - Non Graduate		
Year 1A	31,193	31,973
Year 1B	37,729	38,672
Year 1C	40,662	41,679
Year 1D	41,771	42,815
Year 1E	43,539	44,627
Year 1F	44,329	45,437
Year 2	47,108	48,286
Year 3	54,977	56,351
Year 4	58,060	59,512
CSO Level 1 - Graduate		
Year 1A (Any degree)	47,108	48,286
Year 1B (Degree - Computer Sciences)	48,816	50,036
Year 2	65,376	67,010
Year 3	72,702	74,520

CSO Level 2		
Year 1	61,505	63,043
Year 2	65,376	67,010
Year 3	72,702	74,520
CSO Level 3		
Year 1	75,552	77,441
Year 2	77,767	79,711
Year 3	80,096	82,098
Year 4	82,491	84,553
Year 5	85,928	88,076
Year 6	88,660	90,877
CSO Level 4		
Year 1	91,303	93,586
Year 2	93,870	96,217
Year 3	97,702	100,145
Year 4	100,613	103,128
CSO Level 5		
Year 1	105,602	108,242
Year 2	110,079	112,831
CSO Level 6		
Year 1	116,974	119,898
Year 2	122,128	125,181
Departmental Professional Officer		
Grade 1 -		
1st year of service	53,407	54,742
2nd year of service	55,509	56,897
3rd year of service	58,604	60,069
4th year of service	62,814	64,384
5th year of service	67,267	68,949
6th year of service and thereafter	71,256	73,037
Grade II -		
1st year of service	74,745	76,614
2nd year of service	76,961	78,885
3rd year of service	79,306	81,289
4th year of service and thereafter	82,491	84,553
Grade III -		
1st year of service	85,928	88,076
2nd year of service	88,660	90,877
3rd year of service	90,426	92,687
4th year of service and thereafter	93,870	96,217
Grade VIII -		
1st year of service	120,780	123,800
2nd year of service and thereafter	122,128	125,181
Director of Music (Police Band)		
1st year	72,702	74,520
2nd year	74,745	76,614
3rd year	76,961	78,885
4th year	79,306	81,289
5th year and thereafter	81,149	83,178
Loading		
1st year	7,270	7,452
2nd year	7,473	7,660
3rd year	7,697	7,889
4th year	7,931	8,129
5th year and thereafter	8,171	8,375
Car Drivers		
Driver/General Assistant	47,490	48,677
Departmental - Driver/Assistant	50,205	51,460

Police Executive Driver/Assistant		
1st year and thereafter	50,177	51,431
All incidence of employment allowance	46,430	47,591
Clothing Allowance \$600 per annum		
Driving Instructor		
1st year	65,855	67,501
2nd year	66,610	68,275
3rd year and thereafter	68,519	70,232
Engineer		
Grade I Diplomat Experience Since Qualifying		
In first year	53,407	54,742
After one year	55,509	56,897
After two years	58,604	60,069
After three years	62,814	64,384
After four years	67,267	68,949
After five years	71,256	73,037
Grade I Graduate Experience Since Qualifying		
In first year	55,509	56,897
After one year	58,604	60,069
After two years	62,814	64,384
After three years	67,267	68,949
After four years	71,256	73,037
Grade II		
1st year of service	75,552	77,441
2nd year of service	78,462	80,424
3rd year of service	80,902	82,925
4th year of service and thereafter	83,255	85,336
Grade III		
1st year of service	87,701	89,894
2nd year of service	90,426	92,687
3rd year of service	93,870	96,217
4th year of service and thereafter	96,742	99,161
Grade IV		
1st year of service	101,594	104,134
2nd year of service	104,575	107,189
3rd year of service and thereafter	106,651	109,317
Grade V		
1st year of service	111,025	113,801
2nd year of service and thereafter	113,212	116,042
Grade VI		
1st year of service	115,718	118,611
2nd year of service and thereafter	118,200	121,155
General Assistant (NSW Police Academy)		
1st year	41,420	42,456
2nd year	41,771	42,815
3rd year	42,563	43,627
4th year	43,539	44,627
5th year and thereafter	44,329	45,437
Groom, Mounted Police		
1st year	39,663	40,655
2nd year and there after	41,063	42,090
Imaging Technician		
1st year	59,705	61,198
2nd year	61,505	63,043
3rd year	63,425	65,011
4th year and thereafter	65,376	67,010

Interpreters and Translators		
Interpreter/Translator		
Year 1	58,604	60,069
Year 2	62,814	64,384
Year 3	67,267	68,949
Year 4	71,256	73,037
Year 5	74,745	76,614
Senior Interpreter/Translator		
Year 1	76,961	78,885
Year 2	79,306	81,289
Year 3	82,491	84,553
Legal Officers		
Grade I		
1st year of service	55,940	57,339
2nd year of service	58,060	59,512
3rd year of service	59,705	61,198
4th year of service	61,505	63,043
5th year of service	63,959	65,558
Grade II		
1st year of service	69,227	70,958
2nd year of service	72,702	74,520
3rd year of service	76,961	78,885
4th year of service	80,902	82,925
5th year of service	84,129	86,232
Grade III		
1st year of service	88,660	90,877
2nd year of service	91,303	93,586
3rd year of service	94,826	97,197
Grade IV		
1st year of service	101,594	104,134
2nd year of service	103,550	106,139
Grade V		
1st year of service	108,892	111,614
2nd year of service	111,025	113,801
Grade VI		
1st year of service	116,974	119,898
2nd year of service	119,439	122,425
Librarians and Archivists		
Grade 1		
Year 1	53,407	54,742
Year 2	56,509	57,922
Year 3	59,705	61,198
Year 4	63,425	65,011
Year 5	66,610	68,275
Year 6	69,777	71,521
Grade 2		
Year 1	72,702	74,520
Year 2	75,552	77,441
Year 3	79,306	81,289
Year 4	82,491	84,553
Grade 3		
Year 1	86,829	89,000
Year 2	89,511	91,749
Year 3	93,026	95,352
Year 4	96,742	99,161

Grade 4		
Year 1	99,640	102,131
Year 2	102,572	105,136
Year 3	105,602	108,242
Year 4	108,892	111,614
Grade 5		
Year 1	111,965	114,764
Year 2	115,718	118,611
Year 3	119,439	122,425
Year 4	123,491	126,578
Library Assistant		
Year 1	41,771	42,815
Year 2	44,329	45,437
Year 3	47,108	48,286
Year 4	50,619	51,884
Year 5	52,489	53,801
Library Technician		
Grade 1		
Year 1	53,407	54,742
Year 2	56,509	57,922
Year 3	59,705	61,198
Year 4	63,425	65,011
Grade 2		
Year 1	70,480	72,242
Year 2	72,702	74,520
Year 3	75,552	77,441
Year 4	79,306	81,289
Maintenance Attendant, Police Academy	42,563	43,627
Maintenance Officer Trades	63,425	65,011
Manager Trades		
1st year	88,660	90,877
2nd year and there after	89,511	91,749
On call Allowance (per hour)	1 p/h	1.03
Assistant Manager Trades		
1st year	72,702	74,520
2nd year and there after	74,080	75,932
On call Allowance	0.84 p/h	0.86
Pathology Exhibit Courier	48,816	50,036
Photogrammetrist		
General Scale		
1st year	31,193	31,973
2nd year	37,729	38,672
3rd year	40,662	41,679
4th year	41,771	42,815
5th year	43,539	44,627
6th year	44,329	45,437
7th year	45,428	46,564
8th year	47,108	48,286
9th year	48,816	50,036
10th year	50,619	51,884
11th year	53,407	54,742
12th year	54,977	56,351
13th year	56,509	57,922
14th year	58,060	59,512
Officer with HSC aged 19 and over paid not less than	35,345	36,229

Class 1		
1st year	59,705	61,198
2nd year	61,505	63,043
3rd year	63,425	65,011
4th year	65,376	67,010
Class 2		
1st year	70,480	72,242
2nd year	72,702	74,520
Class 3		
1st year	75,552	77,441
2nd year	77,767	79,711
Class 4		
1st year	80,096	82,098
2nd year	82,491	84,553
Class 5		
1st year	85,928	88,076
2nd year	88,660	90,877
Class 6		
1st year	91,303	93,586
2nd year	93,870	96,217
Class 7		
1st year	97,702	100,145
2nd year	100,613	103,128
Public Relations Officer		
Assistant Publicity Officers		
1st year of service	60,329	61,837
2nd year of service	62,085	63,637
Publicity Officers		
1st year of service	66,610	68,275
2nd year of service	68,519	70,232
3rd year of service and thereafter	69,777	71,521
Public Relations Officer		
Grade II		
1st year of service	79,306	81,289
2nd year of service	80,902	82,925
3rd year of service and thereafter	82,491	84,553
Grade I		
1st year of service	93,026	95,352
2nd year of service	94,826	97,197
3rd year of service and thereafter	96,742	99,161
Allowance in lieu of overtime (per annum)	11,740	12,034
Radio Technician,		
1st year of service	53,967	55,316
2nd year of service	54,416	55,776
3rd year of service and thereafter	55,509	56,897
Radio Technician, Senior		
1st year of service	59,121	60,599
2nd year of service and thereafter	59,705	61,198
Scientific Officer		
Grade I		
1st year of service	53,407	54,742
2nd year of service	55,509	56,897
3rd year of service	58,604	60,069
4th year of service	62,814	64,384
5th year of service	67,267	68,949
6th year of service and thereafter	71,256	73,037



Grade II		
1st year of service	74,745	76,614
2nd year of service	76,961	78,885
3rd year of service	79,306	81,289
4th year of service and thereafter	82,491	84,553
Grade III		
1st year of service	85,928	88,076
2nd year of service	88,660	90,877
3rd year of service and thereafter	90,426	92,687
Grade IV		
1st year of service	94,826	97,197
2nd year of service	97,702	100,145
3rd year of service and thereafter	99,640	102,131
Grade V		
1st year of service	103,550	106,139
2nd year of service and thereafter	106,651	109,317
Grade VI		
1st year of service	110,079	112,831
2nd year of service	113,212	116,042
Senior Basement Attendant, Police Headquarters		
1st year of service	45,896	47,043
2nd year of service	46,657	47,823
3rd year of service	47,108	48,286
4th year of service and thereafter	47,936	49,134
Senior Officers		
Grade 1		
Year 1	136,651	140,067
Year 2	147,245	150,926
Grade 2		
Year 1	149,737	153,480
Year 2	160,294	164,301
Grade 3		
Year 1	165,658	169,799
Year 2	181,844	186,390
Stenographers and Machine Operators (Present Occupants Only)		
1st year (up to 17 years)	23,169	23,748
2nd year (or 17 years)	27,501	28,189
3rd year (or 18 years)	31,193	31,973
4th year (or 19 years)	35,345	36,229
5th year (or 20 years)	37,385	38,320
6th year (or 21 years)	41,420	42,456
7th year	42,563	43,627
8th year	43,967	45,066
9th year	47,490	48,677
10th year	48,324	49,532
11th year	49,693	50,935
12th year	50,619	51,884
Grade 1		
1st year	53,407	54,742
2nd year	54,977	56,351
Grade 2		
1st year	56,509	57,922
2nd year	58,060	59,512
Grade 3		
1st year	59,705	61,198
2nd year	61,505	63,043

Storeman Attendant	40,662	41,679
Stores Officers		
Grade 1		
1st year of service	46,657	47,823
2nd year of service and thereafter	47,490	48,677
Grade 2		
1st year of service	47,936	49,134
2nd year of service and thereafter	48,324	49,532
Grade 3		
1st year of service	48,816	50,036
2nd year of service and thereafter	49,282	50,514
Grade 4		
1st year of service	50,205	51,460
2nd year of service	51,189	52,469
3rd year of service and thereafter	51,189	52,469
Technical Officer		
Grade 1		
1st year of service	54,416	55,776
2nd year of service	55,940	57,339
3rd year of service	57,491	58,928
4th year of service	58,604	60,069
5th year of service	60,329	61,837
Grade 2		
1st year of service	63,425	65,011
2nd year of service	64,714	66,332
3rd year of service	65,855	67,501
4th year of service	67,267	68,949
Grade 3		
1st year of service and thereafter	71,866	73,663
Senior Technical Officer		
Grade 1		
1st year of service	70,480	72,242
2nd year of service	71,866	73,663
3rd year of service	74,080	75,932
Grade 2		
1st year of service	76,290	78,197
2nd year of service	78,462	80,424
Grade 3		
Technical Officer, Maintenance Services	81,703	83,746
Technician	74,745	76,614
Class 1		
1st year of service	50,619	51,884
2nd year of service	52,102	53,405
Class 2		
1st year of service	54,977	56,351
2nd year of service	56,509	57,922
Class 3		
1st year of service	59,705	61,198
2nd year of service	60,889	62,411
Class 4		
1st year of service	62,085	63,637
2nd year of service	62,814	64,384
Transport Officer	51,189	52,469
Transport Officer, Mechanical		
Year 1	59,705	61,198
Year 2	60,329	61,837

Year 3	60,889	62,411
Year 4	61,505	63,043
Uniform Fitter and Advisory Officer	49,282	50,514
Allowances		
On call allowances (per hour)	0.84	0.86
Community Language Allowance Scheme (per annum)		
Base level rate	1,194	1,224
Higher level rate	1,794	1,839
Flying Allowance (per hour)	17.98	18.43
First Aid Allowance (per annum)		
Holders of basic qualification	769	788.23
Holders of current occupational first aid certificate	1,155	1,184

**Crown Employees (NSW Police Force Communications Officers) Award**

Communications Officer - NSW Police Force Classifications	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Communications Officer				
Trainee	35	47,145	48,324	49,532
1st year	40	49,384	50,619	51,884
2nd year	46	52,104	53,407	54,742
3 rd year	49	53,636	54,977	56,351
4th year	55	56,644	58,060	59,512
5th year	58	58,249	59,705	61,198
Senior Communications Officer				
1st year	64	61,878	63,425	65,011
2nd year	67	63,781	65,376	67,010
Shift Co-ordinators				
1st year	75	68,761	70,480	72,242
2nd year	78	70,929	72,702	74,520
3 rd year	82	73,709	75,552	77,441
4th year	85	75,870	77,767	79,711
Radio and Communications Operators				
4th year	52	55,131	56,509	57,922
5th year	55	56,644	58,060	59,512

**Crown Employees (NSW Police Force Special Constables) (Police Band) Award**

Special Constables (Police Bands) NSW Police Force				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Bandsperson				
1st year of service	41	49,940	51,189	52,469
2nd year of service	43	50,831	52,102	53,405
3rd year of service	45	51,707	53,000	54,325
4th year of service	47	52,651	53,967	55,316
5th year of service	52	55,131	56,509	57,922
6th year of service and thereafter	54	56,089	57,491	58,928
Senior Special Constable	-	58,199	59,654	61,145
Allowance - Doubling		926	949	972.73

**Crown Employees (NSW Police Force special Constables) (Security) Award**

Special Constables (Security) NSW Police Force			
Classification and Grades	1.7.10 Per week \$	1.7.11 Per week 2.50% \$	1.7.12 Per week 2.50% \$
Special Constable (Security)			
1st year of service	834.8	855.7	877.09
2nd year of service	849.2	870.4	892.16
3rd year of service and thereafter	865.6	887.2	909.38
Special Constable (Security) First Class			
1st year of service and Thereafter	880.8	902.8	925.37
Senior Special Constable (Security)			0.00
1st year of service	942.7	966.3	990.46
2nd year of service and Thereafter	963.5	987.6	1,012.29
Special Constable (Security), Field Supervisor			
1st year of service	1078.1	1105.1	1132.73
2nd year of service and Thereafter	1101.3	1128.8	1157.02
Other rates and allowances			
Full time Special Constables (Security) Monday to Friday Shift Allowance	56.9	58.3	59.76
Full time Special Constables (Security), Saturday and Sunday Shift Allowance	161.1	165.1	169.23

**Crown Employees (NSW TAFE Commission - Administrative and Support Staff Conditions of Employment) Award 2009**

Allowances	1.7.10 \$	1.7.11 \$	1.7.12 \$
On call allowance	per hour 0.82	per hour 0.84	per hour 0.86
Community Language Allowance Scheme	per annum	per annum	
Base level rate	1,165	1,194	1,224
Higher level rate	1,750	1,794	1,839
First Aid Allowance	per annum	per annum	
Holders of basic qualification	750	769	788.23
Holders of current occupational first aid certificate	1,127	1,155	1,184

**Crown Employees (Office of the NSW Food Authority - Food Safety Officers) Award**

Food Safety Officers				
Classification and Grades	Common Salary Point	1.7.10 \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade 1, Year 1	-	52,869	54,191	55,546
Year 2	-	54,383	55,743	57,137
Year 3	55	56,644	58,060	59,512
Grade 2, Year 1	-	60,066	61,568	63,107
Year 2	-	65,321	66,954	68,628
Year 3	82	73,709	75,552	77,441

Grade 3, Year 1	-	79,311	81,294	83,326
Year 2	-	82,155	84,209	86,314
Year 3	98	86,498	88,660	90,877
Grade 4, Year 1	-	90,326	92,584	94,899
Year 2	-	93,449	95,785	98,180
Year 3	111	98,159	100,613	103,128
Grade 5, Year 1	116	103,026	105,602	108,242
Year 2	120	107,394	110,079	112,831
Grade 6, Year 1	126	114,121	116,974	119,898
Year 2	130	119,149	122,128	125,181

**Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007**

Professional, Administration and Operational Officers - Sydney Harbour Foreshore Authority				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Professional Officer SHFA				
PO4	-	144,896	148,518	152,231
	-	139,300	142,783	146,353
	-	133,590	136,930	140,353
		Hard Barrier		
PO3	-	121,171	124,200	127,305
	128	116,526	119,439	122,425
		Hard Barrier	Hard Barrier	Hard Barrier
	124	111,665	114,457	117,318
	-	108,412	111,122	113,900
	117	104,049	106,650	109,316
		Hard Barrier	Hard Barrier	Hard Barrier
PO2	115	102,024	104,575	107,189
	-	98,084	100,536	103,049
	108	95,319	97,702	100,145
		Hard Barrier	Hard Barrier	Hard Barrier
PO1	-	89,820	92,066	94,368
	97	85,562	87,701	89,894
	94	82,958	85,032	87,158
	90	79,710	81,703	83,746
		Hard Barrier	Hard Barrier	Hard Barrier
PO Entry Level	84	75,084	76,961	78,885
	80	72,273	74,080	75,932
	76	69,518	71,256	73,037
	69	64,985	66,610	68,275
	59	58,858	60,329	61,837
Administration Officer SHFA				
AO7	130	119,149	122,128	125,181
	126	114,121	116,974	119,898
	120	107,394	110,079	112,831
	116	103,026	105,602	108,242
		Hard Barrier	Hard Barrier	Hard Barrier
AO6	111	98,159	100,613	103,128
	108	95,319	97,702	100,145
	104	91,580	93,870	96,217

		Hard Barrier	Hard Barrier	Hard Barrier
AO5	98	86,498	88,660	90,877
	95	83,832	85,928	88,076
	91	80,479	82,491	84,553
		Hard Barrier	Hard Barrier	Hard Barrier
AO4	85	75,870	77,767	79,711
	82	73,709	75,552	77,441
	78	70,929	72,702	74,520
		Hard Barrier	Hard Barrier	Hard Barrier
AO3	67	63,781	65,376	67,010
	61	60,005	61,505	63,043
		Hard Barrier	Hard Barrier	Hard Barrier
AO2	55	56,644	58,060	59,512
	49	53,636	54,977	56,351
		Hard Barrier	Hard Barrier	Hard Barrier
AO1	40	49,384	50,619	51,884
	32	45,959	47,108	48,286
	28	44,320	45,428	46,564
		Hard Barrier	Hard Barrier	Hard Barrier
AO Entry Level	23	42,477	43,539	44,627
	17	39,670	40,662	41,679
	11	36,809	37,729	38,672
	-	32,505	33,318	34,151
Operational Officer SHFA				
OO4	98	86,498	88,660	90,877
	95	83,832	85,928	88,076
	91	80,479	82,491	84,553
		Hard Barrier	Hard Barrier	Hard Barrier
OO3	85	75,870	77,767	79,711
	82	73,709	75,552	77,441
	78	70,929	72,702	74,520
		Hard Barrier	Hard Barrier	Hard Barrier
OO2	67	63,781	65,376	67,010
	61	60,005	61,505	63,043
		Hard Barrier	Hard Barrier	Hard Barrier
OO1	55	56,644	58,060	59,512
	49	53,636	54,977	56,351
	40	49,384	50,619	51,884
		Hard Barrier	Hard Barrier	Hard Barrier
OO Entry Level	32	45,959	47,108	48,286
	28	44,320	45,428	46,564
	23	42,477	43,539	44,627
	17	39,670	40,662	41,679
	11	36,809	37,729	38,672
	-	32,505	33,318	34,151
Control Room Operator SHFA	55	56,644	58,060	59,512

**Crown Employees (Office of the WorkCover Authority - Inspectors 2007 Award**

Inspectors - WorkCover Authority				
Classification		1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum \$
Inspectorial Stream	Managerial Stream			
Progression Level				
Level 1		80,050	82,051	84,102
Level 2		82,240	84,296	86,403

Level 3		86,922	89,095	91,322
Senior Inspector 1		90,319	92,577	94,891
Senior Inspector 2		91,168	93,447	95,783
Principal Inspector 1	District Coordinator 1	93,023	95,349	97,733
Principal Inspector 2		93,897	96,244	98,650
	District Coordinator 2	94,864	97,236	99,667
Assistant State Inspector 1		98,177	100,631	103,147
Assistant State Inspector 2		99,101	101,579	104,118
State Inspector 1	Team Coordinator 1	104,854	107,475	110,162
State Inspector 2		105,840	108,486	111,198
	Team Coordinator 2	106,929	109,602	112,342
	State Coordinator 1	109,792	112,537	115,350
	State Coordinator 2	110,826	113,597	116,437
	Team Manager 1	123,594	126,684	129,851
	Team Manager 2	136,543	139,957	143,456

**Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2007**

Classification	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Horticultural Apprentice Year 1	-	23,267	23,849	24,445
Horticultural Apprentice Year 2	-	31,023	31,799	32,594
Horticultural Apprentice Year 3	-	38,780	39,750	40,744
Horticultural Apprentice Year 4	27	43,949	45,048	46,174
Level 1	15	38,256	39,212	40,192
Level 2, Year 1 (Minimum)	23	42,477	43,539	44,627
Level 2, (Maximum)	26	43,598	44,688	45,805
Level 3 Year 1, (Minimum)	30	45,159	46,288	47,445
Level 3, (Maximum)	34	46,767	47,936	49,134
Level 4, Year 1, (Minimum)	38	48,481	49,693	50,935
Level 4, (Maximum)	41	49,940	51,189	52,469
Level 5, Year 1, (Minimum)	45	51,707	53,000	54,325
Level 5, (Maximum)	48	53,089	54,416	55,776
Level 6, Year 1, (Minimum)	51	54,576	55,940	57,339
Level 6, (Maximum)	54	56,089	57,491	58,928
Level 7, Year 1, (Minimum)	57	57,679	59,121	60,599
Level 7, (Maximum)	60	59,404	60,889	62,411
Level 8, Year 1, (Minimum)	63	61,282	62,814	64,384
Level 8, Maximum	67	63,781	65,376	67,010
Level 9, Year 1, (Minimum)	71	66,282	67,939	69,637
Level 9, (Maximum)	75	68,761	70,480	72,242
Level 10, Year 1, (Minimum)	78	70,929	72,702	74,520
Level 10, (Maximum)	81	72,922	74,745	76,614
Level 11, Year 1, (Minimum)	89	78,929	80,902	82,925
Level 11, (Maximum)	95	83,832	85,928	88,076
Level 12, Year 1, (Minimum)	109	96,266	98,673	101,140
Level 12, (Maximum)	112	99,116	101,594	104,134
Level 13, Year 1, (Minimum)	115	102,024	104,575	107,189
Level 13, (Maximum)	118	105,083	107,710	110,403
Level 14, Year 1, (Minimum)	121	108,317	111,025	113,801
Level 14, (Maximum)	124	111,665	114,457	117,318

Level 15, Year 1, (Minimum)	127	115,317	118,200	121,155
Level 15, (Maximum)	130	119,149	122,128	125,181

**Crown Employees (Parliamentary Electorate Officers) Award**

Parliamentary Electorate Officers				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade 1				
Year or 18 years	7	30,432	31,193	31,973
Year 2 min at 20 years	11	36,809	37,729	38,672
Year 3, min at 21 years	17	39,670	40,662	41,679
Year 4	20	40,752	41,771	42,815
Year 5	23	42,477	43,539	44,627
Year 6	25	43,248	44,329	45,437
Year 7	28	44,320	45,428	46,564
Year 8	32	45,959	47,108	48,286
Year 9	36	47,625	48,816	50,036
Year 10	40	49,384	50,619	51,884
Grade 2				
Year 1	64	61,878	63,425	65,011
Year 2	67	63,781	65,376	67,010
Year 3	75	68,761	70,480	72,242
Year 4	78	70,929	72,702	74,520
Grade 1 Special Salary Scale				
Year 1	52	55,131	56,509	57,922
Year 2	55	56,644	58,060	59,512
Year 3	58	58,249	59,705	61,198
Year 4	61	60,005	61,505	63,043
Research Assistant to independent Members of the Legislative Assembly	98	86,498	88,660	90,877
Allowances				
Electorate Officer, Grade 1	-	4,510	4,623	4,739
Electorate Officer, Grade 1 Special Salary Scale	-	5,410	5,545	5,684
Electorate Officer, Grade 2	-	7,214	7,394	7,579

**Crown Employees (Parliament House Conditions of Employment) Award 2007**

Allowances	1.7.11 2.50% \$	1.7.12 2.50% \$
Allowance in lieu of overtime Sessional Staff Above Clerk Grade 8 (per occasion)	339.82	348.32

**Crown employees (Physiotherapists, Occupation Therapists, Speech Pathologists and Music Therapists) Award**

Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists				
Classification and Grade	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Physiotherapists - Grade 1 1st year of service	46	52,104	53,407	54,742



2nd year of service	50	54,155	55,509	56,897
3rd year of service	56	57,175	58,604	60,069
4th year of service	63	61,282	62,814	64,384
5th year of service	70	65,626	67,267	68,949
6th year of service	76	69,518	71,256	73,037
7th year of service	81	72,922	74,745	76,614
Grade 2	85	75,870	77,767	79,711
Grade 3	92	81,224	83,255	85,336
Grade 4	95	83,832	85,928	88,076
Grade 5	98	86,498	88,660	90,877
Grade 6	100	88,220	90,426	92,687
Grade 7	103	90,757	93,026	95,352
Occupational Therapists - Grade 1				
1st year of service	46	52,104	53,407	54,742
2nd year of service	50	54,155	55,509	56,897
3rd year of service	56	57,175	58,604	60,069
4th year of service	63	61,282	62,814	64,384
5th year of service	70	65,626	67,267	68,949
6th year of service	76	69,518	71,256	73,037
7th year of service	81	72,922	74,745	76,614
Grade 2	85	75,870	77,767	79,711
Grade 3	92	81,224	83,255	85,336
Grade 4	95	83,832	85,928	88,076
Grade 5	98	86,498	88,660	90,877
Grade 6	100	88,220	90,426	92,687
Speech Pathologist - Grade 1				
1st year of service	46	52,104	53,407	54,742
2nd year of service	50	54,155	55,509	56,897
3rd year of service	56	57,175	58,604	60,069
4th year of service	63	61,282	62,814	64,384
5th year of service	70	65,626	67,267	68,949
6th year of service	76	69,518	71,256	73,037
7th year of service	81	72,922	74,745	76,614
Grade 2	85	75,870	77,767	79,711
Grade 3	92	81,224	83,255	85,336
Grade 4	95	83,832	85,928	88,076
Grade 5	98	86,498	88,660	90,877
Music Therapists				
1st year of service	31	45,519	46,657	47,823
2nd year of service	38	48,481	49,693	50,935
3rd year of service	43	50,831	52,102	53,405
4th year of service	49	53,636	54,977	56,351
5th year of service	54	56,089	57,491	58,928
6th year of service	59	58,858	60,329	61,837
7th year of service	63	61,282	62,814	64,384
Sole Allowance - 3(ii)(a)		2,193	2,248	2,304
Part-time Student Unit Supervisor Allowance				
for each student per supervised shift				
- refer formula in award at 3(ii)(b)		7.96	8.16	8.36

**Crown Employees (Planning Officers) Award 2008**

Key

Soft barrier

Hard barrier

Classification	Common Salary Point No.	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
PO (Professional) Level 1(a)	59	58,858	60,329	61,837
	69	64,985	66,610	68,275
	76	69,518	71,256	73,037
	80	72,273	74,080	75,932
	84	75,084	76,961	78,885
Level 1(b)	90	79,710	81,703	83,746
	94	82,959	85,033	87,159
	97	85,562	87,701	89,894
	-	89,820	92,066	94,368
PO (Professional) Level 2	108	95,319	97,702	100,145
	-	98,084	100,536	103,049
	115	102,024	104,575	107,189
PO (Professional) Level 3	117	104,050	106,651	109,317
	-	108,412	111,122	113,900
	124	111,665	114,457	117,318
	128	116,526	119,439	122,425
	-	121,171	124,200	127,305
PO (Professional) Level 4	-	133,590	136,930	140,353
	-	139,186	142,666	146,233
	-	144,896	148,518	152,231
PO (Professional) Level 5	-	152,586	156,401	160,311
	-	156,384	160,294	164,301
PO (Student Planner)	23	42,477	43,539	44,627
	28	44,320	45,428	46,564
	32	45,959	47,108	48,286
	40	49,384	50,619	51,884

### Crown Employees (Psychologists) Award

Psychologists			
Classification and Grade	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Psychologist -			
1st year	54,762	56,131	57,534
2nd year	57,726	59,169	60,648
3rd year	60,684	62,201	63,756
4th year	64,383	65,993	67,643
5th year	68,085	69,787	71,532
6th year	71,785	73,580	75,420
7th year	75,486	77,373	79,307
8th year	78,447	80,408	82,418
9th year and thereafter	81,405	83,440	85,526
Senior Psychologist -			
1st year	85,847	87,993	90,193
2nd year	89,547	91,786	94,081
3rd year and thereafter	93,246	95,577	97,966
Specialist Psychologist -			
1st year	78,447	80,408	82,418
2nd year	82,884	84,956	87,080
3rd year	87,327	89,510	91,748

4th year	91,766	94,060	96,412
5th year and thereafter	96,205	98,610	101,075
Senior Specialist Psychologist -			
1st year	100,647	103,163	105,742
2nd year	103,607	106,197	108,852
3rd year and thereafter	106,568	109,232	111,963
Chief Psychologist -			
1st year	111,722	114,515	117,378
Principal Psychologist -			
1st year and thereafter	121,368	124,402	127,512
Environmental Allowance (Corrective Services and Juvenile Justice)	2,507	2,570	2,634

**Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009**

Allowances	1.7.11 2.50% \$	1.7.12 2.50% \$
On call allowance	0.84	0.86
Community Language Allowance Scheme		
Base level rate	1,194	1,224
Higher level rate	1,794	1,839
Flying Allowance	17.9	18.35
First Aid Allowance		
Holders of basic qualification	769	788.23
Holders of current occupational first aid certificate	1,155	1,184

**Crown Employees (Research Scientists) Award 2007**

Research Scientists				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Research Scientist -				
1st year of service	86	76,548	78,462	80,424
2nd year of service	91	80,479	82,491	84,553
3rd year of service	96	84,711	86,829	89,000
4th year of service	100	88,220	90,426	92,687
Efficiency Barrier -				
5th year of service	105	92,513	94,826	97,197
6th year of service	109	96,266	98,673	101,140
7th year of service	113	100,070	102,572	105,136
Senior Research Scientist -				
1st year of service	115	102,024	104,575	107,189
2nd year of service	118	105,083	107,710	110,403
3rd year of service	121	108,317	111,025	113,801
Efficiency Barrier -				
4th year of service	124	111,665	114,457	117,318
5th year of service	127	115,317	118,200	121,155
Principal Research Scientist -				
1st year of service	130	119,149	122,128	125,181
2nd year of service	-	121,873	124,920	128,043
3rd year of service	-	124,970	128,094	131,296

Senior Principal Research Scientist - 1st year of service	-	133,978	137,327	140,760
2nd year of service	-	143,725	147,318	151,001
Efficiency Barrier - 3rd year of service	-	155,970	159,869	163,866

### Crown Employees (Rural Fire Service 2009) Award

#### RFS Officers

These rates are inclusive of Annual Leave Loading

Classification and Grades	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
RFS Officer Level 1		
Year 1	31,616	32,406
Year 2	38,236	39,192
Year 3	41,211	42,241
Year 4	42,339	43,397
Year 5	44,127	45,230
Year 6	44,927	46,050
Year 7	46,040	47,191
Year 8	47,746	48,940
Year 9	49,473	50,710
Year 10	51,299	52,581
RFS Officer Level 2		
Year 1	54,127	55,480
Year 2	55,718	57,111
RFS Officer Level 3		
Year 1	57,271	58,703
Year 2	58,842	60,313
RFS Officer Level 4		
Year 1	60,511	62,024
Year 2	62,336	63,894
RFS Officer Level 5		
Year 1	64,282	65,889
Year 2	66,257	67,913
RFS Officer Level 6		
Year 1	71,429	73,215
Year 2	73,684	75,526
RFS Officer Level 7		
Year 1	76,571	78,485
Year 2	78,816	80,786
RFS Officer Level 8		
Year 1	81,178	83,207
Year 2	83,607	85,697
RFS Officer Level 9		
Year 1	87,089	89,266
Year 2	89,856	92,102
RFS Officer Level 10		
Year 1	92,535	94,848
Year 2	95,138	97,516
RFS Officer Level 11		
Year 1	99,022	101,498
Year 2	101,971	104,520

RFS Officer Level 12		
Year 1	107,024	109,700
Year 2	111,567	114,356
RFS Officer Level 13		
Year 1	118,554	121,518
Year 2	123,775	126,869
RFS Officer Level 14		
Year 1	138,497	141,959
Year 2	149,234	152,965
RFS Officer Level 15		
Year 1	151,756	155,550
Year 2	162,455	166,516
RFS Officer Level 16		
Year 1	167,894	172,091
Year 2	184,296	188,903

### RFS Officers (OCSC)

These rates are inclusive of Annual Leave Loading

Classification and Grades	1.7.11 Per annum 2.50%	1.7.12 Per annum 2.50%
RFS Officer Level A (OCSC Operator)		
Year 1	35,345	36,229
Year 2	37,729	38,672
Year 3	40,662	41,679
Year 4	41,771	42,815
Year 5	43,539	44,627
Year 6	44,329	45,437
Year 7	45,428	46,564
Year 8	47,108	48,286
Year 9	48,816	50,036
Year 10	50,619	51,884
RFS Officer Level B (OCSC Senior Operator)		
Year 1	53,407	54,742
Year 2	54,977	56,351
Year 3	56,509	57,922
Year 4	58,060	59,512

### Crown Employees (School Administrative and Support Staff) Award

Classification and Grades	Annual Salary Class	1.7.11 Per hour 2.50% \$	1.7.12 Per hour 2.50% \$
Permanent			
Aboriginal Education Officer			
1st year		27.64	28.33
2nd year		28.45	29.16
3rd year		29.25	29.98
4th year		30.05	30.80
Permanent School Administrative and Support Staff			
School Administrative Manager			
Level 4 - SAM/SAO/SSO EFT 10 or more by formula		31.81	32.61

Level 3 - SAM/SAO/SSO EFT 1.8 to $\leq 10$ by formula		30.88	31.65
Level 2 - SAM/SAO/SSO EFT 1.4 to $\leq 1.8$ by formula		30.03	30.78
Level 1 - SAM/SAO/SSO EFT $\leq 1.4$ by formula		29.23	29.96
School Administrative Officer		25.27	25.90
School Support Officer		22.51	23.07
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter)			
Junior			
On employment		16.09	16.49
After 12 months or at 20 years		19	19.48
Adult			0.00
1st year		23.13	23.71
2nd year		23.55	24.14
3rd year		25.2	25.83
4th year		26.87	27.54
School Learning Support Officer (Pre-School)			
Junior			
On employment		16.09	16.49
After 12 months or at 20 years		19	19.48
Adult			0.00
1st year		22.3	22.86
2nd year		22.71	23.28
3rd year		23.13	23.71
4th year		23.55	24.14
Allowance:			0.00
First Aid (cents per hour - cph)		41.26	42.29
Long Term Temporary			
Aboriginal Education Officer			
1st year		29.24	29.97
2nd year		30.10	30.85
3rd year		30.94	31.71
4th year		31.79	32.58
Long Term Temporary School Administrative and Support Staff			
School Administrative Manager			
Level 4 - SAM/SAO/SSO EFT 10 or more by formula		33.66	34.50
Level 3 - SAM/SAO/SSO EFT 1.8 to $\leq 10$ by formula		32.69	33.51
Level 2 - SAM/SAO/SSO EFT 1.4 to $\leq 1.8$ by formula		31.78	32.57
Level 1 - SAM/SAO/SSO EFT $\leq 1.4$ by formula		30.92	31.69
School Administrative Officer		26.72	27.39
School Support Officer		23.84	24.44
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter)			
Junior			0.00
On employment		16.98	17.40
After 12 months or at 20 years		20.1	20.60
Adult			0.00
1st year		24.52	25.13
2nd year		24.91	25.53

3rd year		26.64	27.31
4th year		28.42	29.13
School Learning Support Officer (Pre-school)			
Junior			
On employment		16.98	17.40
After 12 months or at 20 years		20.1	20.60
Adult			
1st year		23.63	24.22
2nd year		24.03	24.63
3rd year		24.52	25.13
4th year		24.91	25.53
Allowance:			
First Aid (cents per hour - cph)		38.81	39.78
Short Term Temporary			
Aboriginal Education Officer			
1st year		31.79	32.58
2nd year		32.79	33.54
3rd year		33.64	34.48
4th year		34.56	35.42
Short Term Temporary School Administrative and Support Staff			
School Administrative Manager			
Level 4 - SAM/SAO/SSO EFT 10 or more by formula		36.59	37.50
Level 3 - SAM/SAO/SSO EFT 1.8 to $\leq 10$ by formula		35.53	36.42
Level 2 - SAM/SAO/SSO EFT 1.4 to $\leq 1.8$ by formula		34.55	35.41
Level 1 - SAM/SAO/SSO EFT $\leq 1.4$ by formula		33.62	34.46
School Administrative Officer		29.06	29.79
School Support Officer		25.9	26.55
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter)			
Junior			
On employment		18.49	18.95
After 12 months or at 20 years		21.83	22.38
Adult			
1st year		26.62	27.29
2nd year		27.09	27.77
3rd year		29	29.73
4th year		30.88	31.65
School Learning Support Officer (Pre-School)			
Junior			
On employment		18.49	18.95
After 12 months or at 20 years		21.83	22.38
Adult			
1st year		25.68	26.32
2nd year		26.15	26.80
3rd year		26.62	27.29
4th year		27.09	27.77

**Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Corrective Services) Award 2009**

Classification	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Commissioned Correctional Officers:		
Senior Assistant Superintendent - 7 day or any 5/7 days	106,655	109,321
Assistant Superintendent - 7 day or any 5/7 days	99,833	102,329
Senior Assistant Superintendent - 5 day	100,820	103,341
Assistant Superintendent - 5 day	93,998	96,348
Commissioned Industries Officers:		
Regional Business Manager - 5 day		
Year 1	113,265	116,097
Year 2	116,176	119,080
Year 3	121,163	124,192
Year 4	125,640	128,781
Operations Manager	120,533	123,546
Manager of Industries Level 1 - 5 day	111,219	113,999
Manager of Industries Level 2 - Any 5 of 7 days	111,686	114,478
Manager Centre Services and Employment Manager of Industries Level 2 - 5 day	105,849	108,495
Manager Business Unit - any 5/7 days	106,655	109,321
Manager Business Unit - 5 day	100,820	103,341

**Crown Employees (Senior Officers Salaries) Award 2007**

Senior Officers			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade 1			
Year 1	133,318	136,651	140,067
Year 2	143,654	147,245	150,926
Grade 2			
Year 1	146,085	149,737	153,480
Year 2	156,384	160,294	164,301
Grade 3			
Year 1	161,618	165,658	169,799
Year 2	177,409	181,844	186,390

**Crown Employees (Sheriff's Officers) Award 2007**

Sheriff's Officers				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.5% \$
Chief Inspector				
Year 2	85	75,870	77,767	79,711
Year 1	82	73,709	75,552	77,441



Inspector				
Year 2	78	70,929	72,702	74,520
Year 1	75	68,761	70,480	72,242
Sergeant				
Year 4	67	63,781	65,376	67,010
Year 3	64	61,878	63,425	65,011
Year 2	61	60,005	61,505	63,043
Year 1	58	58,249	59,705	61,198
Sheriff's Officer				
Year 4	55	56,644	58,060	59,512
Year 3	52	55,131	56,509	57,922
Year 2	49	53,636	54,977	56,351
Year 1	46	52,104	53,407	54,742
Probationary Sheriff's Officer	36	47,625	48,816	50,036

**Crown Employees (State Emergency Service Communication Centre - Continuous Shift Workers)  
Award 2009**

Classification and Grades	Common Salary Point	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Operations Communications Centre Senior Team Leader, Clerk Grade 5/6			
1st year of service	75	70,480	72,242
2nd year of service	78	72,702	74,520
3rd year of service	82	75,552	77,441
Thereafter	85	77,767	79,711
Operations Communications Centre Team Leader, Clerk Grade 3/4			
1st year of service	58	59,705	61,198
2nd year of service	61	61,505	63,043
3rd year of service	64	63,425	65,011
Thereafter	67	65,376	67,010
Operations Communications Centre Call Operator, Clerks General Scale			
Step 1	4	25,860	26,507
Step 2	6	29,346	30,080
Step 4	9	35,345	36,229
Step 5	11	37,729	38,672
Step 6	17	40,662	41,679
Step 7	20	41,771	42,815
Step 8	23	43,539	44,627
Step 9	25	44,329	45,437
Step 10	28	45,428	46,564
Step 11	32	47,108	48,286
Step 12	36	48,816	50,036
Step 13	40	50,619	51,884

**Crown Employees (State Emergency Service) Learning and Development Officers Award 2007**

Learning and Development Officers - Full-time, State Emergency Service				
Classification	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
1st year of service	82	73,709	75,552	77,441
2nd year of service	85	75,870	77,767	79,711
3rd year of service	88	78,142	80,096	82,098
Thereafter	91	80,479	82,491	84,553

**Crown Employees (State Emergency service) Region Controllers Award 2008**

Region Controllers - State Emergency Services				
Classification	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Salaries of Full-time Region Controllers				
1st year of service	101	89,076	91,303	93,586
2nd year of service	104	91,580	93,870	96,217
3rd year of service	108	95,319	97,702	100,145
Thereafter	111	98,159	100,613	103,128

**Crown Employees (State Library Security Staff) Award 2007**

Security Staff - State Library			
Classification	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
1st year of service	54,558	55,922	57,320
2nd year of service	56,502	57,915	59,363
3rd year of service	58,105	59,558	61,047
4th year of service	59,855	61,351	62,885

**Crown Employees (Technical Officers - Treasury) Award 2007**

Technical Officers - Treasury			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Technical Officers - Treasury Grade 1	126,459	129,620	132,861
	132,097	135,399	138,784
	137,919	141,367	144,901
	143,654	147,245	150,926
Technical Officers - Treasury Grade 2	145,990	149,640	153,381
	151,817	155,612	159,502

**Crown Employees (Tipstaves to Justices) Award 2007**

Tipstaff - Attorney General's Department				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
1st year of service	40	49,384	50,619	51,884
2nd year of service	42	50,332	51,590	52,880
3rd year of service	44	51,209	52,489	53,801
Tipstaff to the Chief Justice	46	52,104	53,407	54,742

**Crown Employees (Trades Assistants) Award**

Trades Assistants			
Classification and Grades	1.7.10 Per week \$	1.7.11 Per week 2.50% \$	1.7.12 Per week 2.50% \$
Classification -			
Blacksmith's striker	774.6	794	813.85
Cold saw operator	780.9	800.4	820.41
Driller (stationary machines)	774.6	794	813.85
Dresser and grinder (portable machines)	788.3	808	828.20
Dresser, shot blast or sand blast-			0.00
(a) who operates from outside a properly enclosed cabin	780.9	800.4	820.41
(b) other	814.3	834.7	855.57
Dogman and/or crane chaser	788.3	808	828.20
Forger's assistant	774.6	794	813.85
Fork Lift Driver (TAFE)	835.1	856	877.40
Assistant Furnaceperson	780.9	800.4	820.41
General assistant assisting tradespersons or employed in a metal and/or electrical workshop (TAFE)	774.6	794	813.85
General assistant, other (TAFE)	768.1	787.3	806.98
General assistant/tool storeperson assisting tradespersons or employed in a metal and/or electrical workshop (less than 20 hpw toolstore duties) (TAFE)	788.3	808	828.20
General assistant/tool storeperson, other (less than 20 hpw tool store duties) (TAFE)	813.9	834.2	855.06
Hammer driver	780.9	800.4	820.41
Heat treater operative	788.3	808	828.20
Machinist second class (Metal Trades)	822.2	842.8	863.87
Operator of straight line oxy-acetylene Cutting machine	788.3	808	828.20
Pipe fitter	822.2	842.8	863.87
Rigger and/or splicer (other than construction work)	849.2	870.4	892.16
Rigger and/or splicer (construction work)	865	886.6	908.77
Spray painter (ironwork) and/or brush hand	788.3	808	828.20
Tool and/or material storeman	814.3	834.7	855.57
Tool Storeperson (Classroom only, TAFE)	822.2	842.8	863.87

Trades assistant (Metal Trades)	774.6	794	813.85
Trades assistant (Electrical Trades)	795.7	815.6	835.99
Trades assistant	780.9	800.4	820.41
Cupola furnaceperson (foundries)	822.2	842.8	863.87
Allowances:			
Cold Places per hour	0.66	0.68	0.70
Confined Spaces per hour	0.85	0.87	0.89
Dirty Work per hour	0.66	0.68	0.70
Height Money per hour:			
- At a height of 7.5 m	0.66	0.68	0.70
- For every additional 3m	0.20	0.21	0.22
Hot Places per hour:			
- 46C-54C	0.66	0.68	0.70
- Above 54C	0.85	0.87	0.89
Insulation Material per hour:			
- Pumice or other recognised insulator	0.66	0.68	0.70
- Silicate	0.85	0.87	0.89
Smoke Boxes etc per hour:			
- Working on repairs to smoke boxes, furnaces etc	0.44	0.45	0.46
- Working on repairs inside oil-fired boilers	1.66	1.7	1.74
Wet Places per hour	0.66	0.68	0.70
Working on a boat or punt per day	2.6	2.67	2.74
Working knee deep in mud or water per day	5.29	5.42	5.56
Acid, furnaces, stills, etc per hour	3.42	3.51	3.60
Towers per hour	0.66	0.68	0.70
Depth money per hour	0.66	0.68	0.70
Swing Scaffolds:			
- First four hours (fixed rate)	4.94	5.06	5.19
- Each hour thereafter	1.01	1.04	1.07
- Solid plasterers per hour	0.2	0.21	0.22
Septic Tanks per day	7.97	8.17	8.37
Distant Places per day:			
- Area re paragraph 4.17.1	1.30	1.33	1.36
- Area re paragraph 4.17.2	2.12	2.17	2.22
- Area re paragraph 4.17.3	2.12	2.17	2.22
Epoxy Materials per hour	0.85	0.87	0.89
- Applying to air-conditioned buildings per hour	0.58	0.59	0.60
- Employees in close proximity per hour	0.66	0.68	0.70
Foundry per hour	0.5	0.51	0.52
Asbestos Eradication per hour	2.25	2.31	2.37
First Aid per day	2.93	3	3.08

#### Zoological Parks Board of New South Wales Salaried Employees Award

Classifications and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Clerks -				
General Scale -				
1st year (up to 18 years)	7	30,432	31,193	31,973
2nd year (or 20 years)	11	36,809	37,729	38,672

3rd year	17	39,670	40,662	41,679
4th year	20	40,752	41,771	42,815
5th year	23	42,477	43,539	44,627
6th year	25	43,248	44,329	45,437
7th year	28	44,320	45,428	46,564
8th year	32	45,959	47,108	48,286
9th year	36	47,625	48,816	50,036
10th year	40	49,384	50,619	51,884
At 19 years + (HSC)	9	34,483	35,345	36,229
Grade 1 -				
1st year	46	52,104	53,407	54,742
2nd year	49	53,636	54,977	56,351
Grade 2 -				
1st year	52	55,131	56,509	57,922
2nd year	55	56,644	58,060	59,512
Grade 3 -				
1st year	58	58,249	59,705	61,198
2nd year	61	60,005	61,505	63,043
Grade 4 -				
1st year	64	61,878	63,425	65,011
2nd year	67	63,781	65,376	67,010
Grade 5 -				
1st year	75	68,761	70,480	72,242
2nd year	78	70,929	72,702	74,520
Grade 6 -				
1st year	82	73,709	75,552	77,441
2nd year	85	75,870	77,767	79,711
Grade 7 -				
1st year	88	78,142	80,096	82,098
2nd year	91	80,479	82,491	84,553
Grade 8 -				
1st year	95	83,832	85,928	88,076
2nd year	98	86,498	88,660	90,877
Grade 9 -				
1st year	101	89,076	91,303	93,586
2nd year	104	91,580	93,870	96,217
Grade 10 -				
1st year	108	95,319	97,702	100,145
2nd year	111	98,159	100,613	103,128
Grade 11 -				
1st year	116	103,026	105,602	108,242
2nd year	120	107,394	110,079	112,831
Grade 12 -				
1st year	126	114,121	116,974	119,898
2nd year	130	119,149	122,128	125,181
Stenographers and Machine Operators				
1st year (up to 17 years)	2	22,604	23,169	23,748
2nd year (or 17 years)	5	26,830	27,501	28,189
3rd year (or 18 years)	7	30,432	31,193	31,973
4th year (or 19 years)	9	34,483	35,345	36,229
5th year (or 20 years)	10	36,473	37,385	38,320
6th year (or 21 years)	19	40,410	41,420	42,456
7th year	22	41,525	42,563	43,627
8th year	24	42,895	43,967	45,066
9th year	33	46,332	47,490	48,677
10th year	35	47,145	48,324	49,532
11th year	38	48,481	49,693	50,935
12th year	40	49,384	50,619	51,884

Grade 1 -				
1st year	46	52,104	53,407	54,742
2nd year	49	53,636	54,977	56,351
Grade 2 -				
1st year	52	55,131	56,509	57,922
2nd year	55	56,644	58,060	59,512
Grade 3 -				
1st year	58	58,249	59,705	61,198
2nd year	61	60,005	61,505	63,043
Clerical Assistants -				
1st year (or under 17 years)	1	21,183	21,713	22,256
2nd year (or 17 years)	3	23,795	24,390	25,000
3rd year (or 18 years)	6	28,630	29,346	30,080
4th year (or 19 years)	8	32,518	33,331	34,164
5th year (or 20 years)	9	34,483	35,345	36,229
6th year (or 21 years)	15	38,256	39,212	40,192
7th year	17	39,670	40,662	41,679
8th year	20	40,752	41,771	42,815
9th year	22	41,525	42,563	43,627
Class 1 -				
1st year	25	43,248	44,329	45,437
2nd year	28	44,320	45,428	46,564
Class 2 -				
1st year	32	45,959	47,108	48,286
2nd year	35	47,145	48,324	49,532
Class 3 -				
1st year	37	48,080	49,282	50,514
2nd year	40	49,384	50,619	51,884
Class 4 -				
1st year	42	50,332	51,590	52,880
2nd year	44	51,209	52,489	53,801
Typists and Communications Assistants -				
1st year (or under 17)	2	22,604	23,169	23,748
2nd year (or 17 years)	4	25,229	25,860	26,507
3rd year (or 18 years)	6	28,630	29,346	30,080
4th year (or 19 years)	8	32,518	33,331	34,164
5th year (or 20 years)	10	36,473	37,385	38,320
6th year (or 21 years)	17	39,670	40,662	41,679
7th year	19	40,410	41,420	42,456
8th year	22	41,525	42,563	43,627
Senior Typist -				
1st year	25	43,248	44,329	45,437
2nd year	28	44,320	45,428	46,564
Garden Labourer - (Applies to employees engaged prior 1 July 2010)				
Grade 1	15	38,256	39,212	40,192
Grade 2	18	40,061	41,063	42,090
Grade 3	21	41,142	42,171	43,225
Horticulturalist Labourer - (Applies to employees engaged prior 1 July 2010)				
Grade 1	25	43,248	44,329	45,437
Grade 2	30	45,159	46,288	47,445
Grade 3	35	47,145	48,324	49,532

Horticulturalist Level 1 - (Applies to employees engaged prior 1 July 2010)				
Grade 1	42	50,332	51,590	52,880
Grade 2	45	51,707	53,000	54,325
Horticulturalist Level 2 (Applies to employees engaged prior 1 July 2010)				
Grade 1	48	53,089	54,416	55,776
Grade 2	50	54,155	55,509	56,897
Horticultural Technician (Applies to employees engaged prior 1 July 2010)				
Grade 1	55	56,644	58,060	59,512
Grade 2	57	57,679	59,121	60,599
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)				
Grade 1	63	61,282	62,814	64,384
Grade 2	67	63,781	65,376	67,010
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)				
1st Year		21,041	21,567	22,106
2nd Year		24,867	25,489	26,126
3rd Year		28,692	29,409	30,144
4th Year		34,431	35,292	36,174
Gardener (Applies to employees engaged post 1 July 2010)				
Grade 1	15	38,256	39,212	40,192
Grade 2	18	40,061	41,063	42,090
Grade 3	21	41,142	42,171	43,225
Horticulturalist (Applies to employees engaged post 1 July 2010)				
Grade 1		48,689	49,906	51,154
Grade 2		50,149	51,403	52,688
Grade 3		51,654	52,945	54,269
Grade 4		54,154	55,508	56,896
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)				
Grade 1		57,500	58,938	60,411
Grade 2		59,225	60,706	62,224
Grade 3		61,001	62,526	64,089
Keeper Grade 4 (Specialist) Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	75	68,761	70,480	72,242
Trainee Keeper -				
Level 1	-	36,519	37,432	38,368
Level 2	-	38,952	39,926	40,924
Level 3	-	41,387	42,422	43,483
Level 4	-	43,820	44,916	46,039

Keeper -				
Level 1	-	48,690	49,907	51,155
Level 2	-	51,124	52,402	53,712
Level 3	-	53,559	54,898	56,270
Level 4	-	55,994	57,394	58,829
Senior Keeper -				
Level 1	-	58,428	59,889	61,386
Level 2	-	63,296	64,878	66,500
Keeping Unit Supervisor -				
Year 1	-	70,600	72,365	74,174
Year 2	-	72,060	73,862	75,709
Year 3	-	73,521	75,359	77,243
Publicity and Assistant Publicity Officer -				
Public Relations Officer -				
Grade 1 -				
1st year	87	77,372	79,306	81,289
2nd year	89	78,929	80,902	82,925
3rd year	91	80,479	82,491	84,553
Grade 2 -				
1st year	103	90,757	93,026	95,352
2nd year	105	92,513	94,826	97,197
3rd year	107	94,382	96,742	99,161
Publicity Officer -				
1st year	69	64,985	66,610	68,275
2nd year	72	66,848	68,519	70,232
3rd year	74	68,075	69,777	71,521
Assistant Publicity Officer -				
1st year	59	58,858	60,329	61,837
2nd year	62	60,571	62,085	63,637
Gate Receptionists	38	48,481	49,693	50,935
Designers (Exhibitions and Publications) Applies to employees engaged prior 1 July 2010				
1st year	37	48,080	49,282	50,514
2nd year	39	48,980	50,205	51,460
3rd year	42	50,332	51,590	52,880
4th year	46	52,104	53,407	54,742
5th year	49	53,636	54,977	56,351
6th year	51	54,576	55,940	57,339
7th year	53	55,603	56,993	58,418
8th year	56	57,175	58,604	60,069
9th year	60	59,404	60,889	62,411
10th year	64	61,878	63,425	65,011
11th year	67	63,781	65,376	67,010
12th year and thereafter	71	66,282	67,939	69,637
Junior Designer				
Grade 1		41,500	42,538	43,601
Grade 2		43,160	44,239	45,345
Grade 3		44,886	46,008	47,158
Grade 4		46,681	47,848	49,044
Designer				
Grade 1		48,080	49,282	50,514
Grade 2		50,243	51,499	52,786
Grade 3		52,504	53,817	55,162
Grade 4		54,867	56,239	57,645
Grade 5		57,336	58,769	60,238



Senior Designer				
Grade 1		60,206	61,711	63,254
Grade 2		63,213	64,793	66,413
Grade 3		66,373	68,032	69,733
Allowances:				
Casual first aid allowance (per shift)	-	14.39	14.75	15.12
Laundry Allowance for staff other than Gate Receptionists (per week)	-	6.01	6.16	6.31
Laundry Allowance for Gate Receptionists(per week)		10.84	11.11	11.39

### Agreements and Determinations

#### Adventure Facilitator, Oberon Correctional Centre - Department of Corrective services. Section 130 (1) Determination No: 955 of 2007

Adventure Facilitator	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.5% \$
Year 1	80,096	82,098
Year 2	82,491	84,553
Year 3	85,928	88,076
Year 4	88,660	90,877

### Agreements and Determinations

Architects etc. Agreement No. 1733 of 1971

Architects				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
<b>Grade I</b>				
1st year of service	46	52,104	53,407	54,742
2nd year of service	50	54,155	55,509	56,897
3rd year of service	56	57,175	58,604	60,069
4th year of service	63	61,282	62,814	64,384
5th year of service	70	65,626	67,267	68,949
6th year of service and thereafter	76	69,518	71,256	73,037
<b>Grade II</b>				
1st year of service	82	73,709	75,552	77,441
2nd year of service	86	76,548	78,462	80,424
3rd year of service	89	78,929	80,902	82,925
4th year of service and thereafter	92	81,224	83,255	85,336
<b>Grade III</b>				
1st year of service	97	85,562	87,701	89,894
2nd year of service	100	88,220	90,426	92,687
3rd year of service	104	91,580	93,870	96,217
4th year of service and thereafter	107	94,382	96,742	99,161
<b>Grade IV</b>				
1st year of service	112	99,116	101,594	104,134
2nd year of service	115	102,024	104,575	107,189
3rd year of service and thereafter	117	104,050	106,651	109,317
<b>Grade V</b>				
1st year of service	121	108,317	111,025	113,801
2nd year of service and thereafter	123	110,451	113,212	116,042

Grade VI				
1st year of service	125	112,896	115,718	118,611
2nd year of service	127	115,317	118,200	121,155

**Artists, etc., Australian Museum; Designers and Senior Designer, National Parks & Wildlife Service;  
Artist, Chief, Exhibitions Department and Keeper of Exhibits, Museum of applied Arts and Sciences;  
Agreement No.2196 of 1975**

Artists, Designers, Exhibitions Officers, etc.				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Artists Australian Museum and Museum of Applied Arts and Sciences				
Grade I				
1st year of service	28	44,320	45,428	46,564
2nd year of service	31	45,519	46,657	47,823
3rd year of service	34	46,767	47,936	49,134
4th year of service	37	48,080	49,282	50,514
5th year of service	39	48,980	50,205	51,460
6th year of service	43	50,831	52,102	53,405
7th year of service and thereafter	46	52,104	53,407	54,742
Grade II				
1st year of service	49	53,636	54,977	56,351
2nd year of service	51	54,576	55,940	57,339
3rd year of service and thereafter	53	55,603	56,993	58,418
Grade III				
1st year of service	58	58,249	59,705	61,198
2nd year of service and thereafter	61	60,005	61,505	63,043
Keeper Of Exhibits (Non Graduate)				
Museum of Applied Arts & Sciences				
1st year of service	44	51,209	52,489	53,801
2nd year of Service	47	52,651	53,967	55,316
3rd year of service	51	54,576	55,940	57,339
4th year of service	53	55,603	56,993	58,418
5th year of service	58	58,249	59,705	61,198
6th year of service and thereafter	58	58,249	59,705	61,198
Designers (Exhibitions and Publications)				
National Parks and Wildlife Services				
1st year of service	37	48,080	49,282	50,514
2nd year of service	39	48,980	50,205	51,460
3rd year of service	42	50,332	51,590	52,880
4th year of service	46	52,104	53,407	54,742
5th year of service	49	53,636	54,977	56,351
6th year of service	51	54,576	55,940	57,339
7th year of service	53	55,603	56,993	58,418
8th year of service	56	57,175	58,604	60,069
9th year of service	60	59,404	60,889	62,411
10th year of service	64	61,878	63,425	65,011
11th year of service	67	63,781	65,376	67,010
12th year of service	71	66,282	67,939	69,637
Senior Designer (Exhibitions and Publications) National Parks and Wildlife Service				

On Appointment	77	70,113	71,866	73,663
Exhibitions Officer, Australian Museum				
Grade I				
1st year of service	56	57,175	58,604	60,069
2nd year of service	60	59,404	60,889	62,411
3rd year of service	64	61,878	63,425	65,011
4th year of service	67	63,781	65,376	67,010
5th year of service and thereafter	71	66,282	67,939	69,637
Grade II				
1st year of service	75	68,761	70,480	72,242
2nd year of service	77	70,113	71,866	73,663
Chief, Exhibitions Department Museum of Applied Arts and Sciences				
1st year of service	92	81,224	83,255	85,336

**Bandmaster, Department of Corrective Services, Determination No.936 of 2004**

The rate of pay for the Bandmaster, Department of Corrective Services shall be an annual salary equivalent to a Clerk Grade 5/6 under the Crown Employees (Administrative and Clerical Officers) Award.

**Cadet Conditions and Rates of Pay, Various Departments; Determination No.938 of 2004**

Cadet Conditions and Rates of Pay, Various Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Level 1 At 18 years of age	7	30,432	31,193	31,973
Level 1 At 19 years of age with HSC	9	34,483	35,345	36,229
Level 2 Or minimum at 20 years	11	36,809	37,729	38,672
Level 3 Or minimum at 21 years	17	39,670	40,662	41,679
Level 4	20	40,752	41,771	42,815
Level 5	23	42,477	43,539	44,627
Level 6	25	43,248	44,329	45,437
Level 7	28	44,320	45,428	46,564
Level 8	32	45,959	47,108	48,286
Level 9	36	47,625	48,816	50,036
Level 10	40	49,384	50,619	51,884

**Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers All Departments Agreement No. 2439 of 1982**

Cartographers, Engineering Survey Drafting Officers, Survey Drafting Officers, Photogrammetrists, Computers All Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
General Scale				
1st year	7	30,432	31,193	31,973
2nd year	11	36,809	37,729	38,672
3rd year	17	39,670	40,662	41,679

4th year	20	40,752	41,771	42,815
5th year	23	42,477	43,539	44,627
6th year	25	43,248	44,329	45,437
7th year	28	44,320	45,428	46,564
8th year	32	45,959	47,108	48,286
9th year	36	47,625	48,816	50,036
10th year	40	49,384	50,619	51,884
11th year	46	52,104	53,407	54,742
12th year	49	53,636	54,977	56,351
13th year	52	55,131	56,509	57,922
14th year	55	56,644	58,060	59,512
Officer with HSC aged 19 and over paid not less than	9	34,483	35,345	36,229
Class 1				
1st year	58	58,249	59,705	61,198
2nd year	61	60,005	61,505	63,043
3rd year	64	61,878	63,425	65,011
4th year	67	63,781	65,376	67,010
Class 2				
1st year	75	68,761	70,480	72,242
2nd year	78	70,929	72,702	74,520
Class 3				
1st year	82	73,709	75,552	77,441
2nd year	85	75,870	77,767	79,711
Class 4				
1st year	88	78,142	80,096	82,098
2nd year	91	80,479	82,491	84,553
Class 5				
1st year	95	83,832	85,928	88,076
2nd year	98	86,498	88,660	90,877
Class 6				
1st year	101	89,076	91,303	93,586
2nd year	104	91,580	93,870	96,217
Class 7				
1st year	108	95,319	97,702	100,145
2nd year	111	98,159	100,613	103,128

**Casual Drug Counsellors - Department of Corrective Services Determination No.935 of 2004**

Department of Corrective Services			
Classification and Grades	1.7.10 Per hour \$	1.7.11 Per hour \$	1.7.12 Per hour \$
Sessional Specialist HIV/Health Promotion	66.82	68.49	70.20
(The rates are inclusive of a 15% casual loading for Monday to Friday work, plus 1/12th in lieu of recreation leave.			
Environmental Allowance for working within a correctional centre.	1.54	1.58	1.62

**Community Offender Support Program Centres, Department of Corrective Services, Determination No. 965 of 2008**

Community Offender Support Program Centres DCS				
Classification and Grades	Common Salary Point No	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Throughcare and Placement Officer:				
1st year	88	78,142	80,096	82,098
2nd year	91	80,479	82,491	84,553
3rd year	95	83,832	85,928	88,076
Thereafter	98	86,498	88,660	90,877
Accommodation Support Worker:				
1st year	75	68,761	70,480	72,242
2nd year	78	70,929	72,702	74,520
3rd year	82	73,709	75,552	77,441
Thereafter	85	75,870	77,767	79,711
Assistant Support Worker:				
1st year	46	52,104	53,407	54,742
2nd year	49	53,636	54,977	56,351
3rd year	52	55,131	56,509	57,922
Thereafter	55	56,644	58,060	59,512

**Computer Operators - Salaries - Public Service Board Determination No. 642 of 1981 and Determination No. 801 of 1983**

Computer Operators, All Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Trainee Computer Operator				
At 18 and under	7	30,432	31,193	31,973
At 19	9	34,483	35,345	36,229
At 20	11	36,809	37,729	38,672
At 21	17	39,670	40,662	41,679
Computer Operator - Grade 1				
1st year of service	20	40,752	41,771	42,815
2nd year of service	23	42,477	43,539	44,627
3rd year of service	25	43,248	44,329	45,437
4th year of service and thereafter	28	44,320	45,428	46,564
Computer Operator - Grade 2				
1st year of service	32	45,959	47,108	48,286
2nd year of service	36	47,625	48,816	50,036
3rd year of service and thereafter	40	49,384	50,619	51,884
Senior Computer Operator - Grade 1				
1st year of service	46	52,104	53,407	54,742
2nd year of service	49	53,636	54,977	56,351
3rd year of service	52	55,131	56,509	57,922
4th year of service	55	56,644	58,060	59,512
Senior Computer Operator - Grade 2				
1st year of service	58	58,249	59,705	61,198
2nd year of service	61	60,005	61,505	63,043
3rd year of service	64	61,878	63,425	65,011
4th year of Service	67	63,781	65,376	67,010

**Computer Systems Officers - TAFE Public Service board Determination**

Computer Systems Officer - TAFE				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Trainee				
1st Year	11	36,809	37,729	38,672
2nd Year	23	42,477	43,539	44,627
3rd Year	32	45,959	47,108	48,286
4th Year	49	53,636	54,977	56,351
Level 1				
1st Year	55	56,644	58,060	59,512
2nd Year	61	60,005	61,505	63,043
Level 2				
1st Year	67	63,781	65,376	67,010
2nd Year	78	70,929	72,702	74,520
Grade 1 -				
1st year	12	37,136	38,064	39,016
2nd year	20	40,752	41,771	42,815
3rd year	25	43,248	44,329	45,437
4th year	32	45,959	47,108	48,286
5th year	40	49,384	50,619	51,884
6th year	49	53,636	54,977	56,351
7th year	55	56,644	58,060	59,512
Grade 2 -				
1st year	61	60,005	61,505	63,043
2nd year	67	63,781	65,376	67,010
3rd year	78	70,929	72,702	74,520
Grade 3 -				
1st year	82	73,709	75,552	77,441
2nd year	85	75,870	77,767	79,711
3rd year	88	78,142	80,096	82,098
4th year	91	80,479	82,491	84,553
5th year	95	83,832	85,928	88,076
6th year	98	86,498	88,660	90,877
User Support Programmer = CSO Grade 1 and 2 Programme/Analyst = CSO Grade 2 and 3 Software Co-ordinator = CSO Grade 3 Adapted from Computer Systems Officers - Computer Services Division - PSB Determination				

**Conditions of Service for Case Workers, Compulsory Drug Treatment Correctional Centre (ADTCC), Department of Corrective Services. Determination No.968 of 2010**

Classification and Grades	1.7.10 per annum \$	1.7.11 per annum 2.50% \$	1.7.12 per annum 2.50% \$
Operations Manager - Clerk 11/12			
1st year of service	103,026	105,602	108,242
2nd year of service	107,394	110,079	112,831
3rd year of service	114,121	116,974	119,898
Thereafter	119,149	122,128	125,181
Assistant Operations Manager - Clerk 9/10			
1st year of service	89,076	91,303	93,586
2nd year of service	91,580	93,870	96,217

3rd year of service	95,319	97,702	100,145
Thereafter	98,159	100,613	103,128
Senior Case Worker - Clerk 5/6			
1st year of service	68,761	70,480	72,242
2nd year of service	70,929	72,702	74,520
3rd year of service	73,709	75,552	77,441
Thereafter	75,870	77,767	79,711

**Conditions of Service for Program Support Officers, Offender External Leave Program, Department of Corrective Services. Determination No. 966 of 2009**

Classification and Grades	1.7.10	1.7.11	1.7.12
	per annum	per annum	per annum
		2.50%	2.50%
	\$	\$	\$
Assistant Manager			
1st year of service	82,356	84,415	86,525
2nd year of service	84,671	86,788	88,958
3rd year of service	88,128	90,331	92,589
Thereafter	90,754	93,023	95,349
Co-ordinator Program Support & Security			
1st year of service	72,247	74,053	75,904
2nd year of service	74,408	76,268	78,175
3rd year of service	77,508	79,446	81,432
Thereafter	79,972	81,971	84,020
Senior Program Support Officer			
1st year of service	63,573	65,162	66,791
2nd year of service	65,578	67,217	68,897
3rd year of service	68,148	69,852	71,598
Thereafter	70,146	71,900	73,698
Program Support Officer			
1st year of service	53,855	55,201	56,581
2nd year of service	55,478	56,865	58,287
3rd year of service	57,210	58,640	60,106
Thereafter	58,969	60,443	61,954

**Conditions of Service for Program Support Officers, Tabulam, Department of Corrective Services. Determination No. 964 of 2008**

Classification and Grades	1.7.10	1.7.11	1.7.12
	per annum	per annum	per annum
		2.50%	2.50%
	\$	\$	\$
Co-ordinator Program Support & Security			
1st year of service	78,142	80,096	82,098
2nd year of service	80,479	82,491	84,553
3rd year of service	83,832	85,928	88,076
Thereafter	86,498	88,660	90,877
Senior Program Support Officer			
1st year of service	68,761	70,480	72,242
2nd year of service	70,929	72,702	74,520
3rd year of service	73,709	75,552	77,441
Thereafter	75,870	77,767	79,711
Program Support Officer			
1st year of service	58,249	59,705	61,198
2nd year of service	60,005	61,505	63,043

3rd year of service	61,878	63,425	65,011
Thereafter	63,781	65,376	67,010
Mobile Work Camps Allowance (per day)	124	127	130.18

**Conditions of Service for Program Support Officers, Yetta Dhinnakkal Centre, Department of Corrective Services. Determination No. 969 of 2011**

Classification and Grades	1.7.10 per annum \$	1.7.11 per annum 2.50% \$	1.7.12 per annum 2.50% \$
Senior Program Support Officer			
1st year of service	68,761	70,480	72,242
2nd year of service	70,929	72,702	74,520
3rd year of service	73,709	75,552	77,441
Thereafter	75,870	77,767	79,711
Program Support Officer			
1st year of service	58,249	59,705	61,198
2nd year of service	60,005	61,505	63,043
3rd year of service	61,878	63,425	65,011
Thereafter	63,781	65,376	67,010

**Conditions of Service Team leader and Bail Coordinator, Bail Assistance Line, Juvenile Justice, Department of Human Services. Determination No. 967 of 2010**

Classification and Grades	1.7.10 per annum \$	1.7.11 per annum 2.50% \$	1.7.12 per annum 2.50% \$
Team Leader (Administrative and Clerical Officer Grade 7/8)			
1st year of service	78,142	80,096	82,098
Thereafter	80,479	82,491	84,553
Grade 8			
1st year of service	83,832	85,928	88,076
Thereafter	86,498	88,660	90,877
Allowance	21,000	21,525	22,063
Bail Coordinator (Administrative and Clerical Officer Grade 7/8)			
Grade 5			
1st year of service	68,761	70,480	72,242
Thereafter	70,929	72,702	74,520
Grade 6			
1st year of service	73,709	75,552	77,441
Thereafter	75,870	77,767	79,711
Allowance	19,000	19,475	19,962

**Conservators, Cultural Institutions Agreement No.2504 of 1987**

Conservators, Cultural Institutions				
Classifications and Grade	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Assistant Conservator - Class 1				
1st year of service	40	49,384	50,619	51,884
2nd year of service	42	50,332	51,590	52,880
3rd year of service	44	51,209	52,489	53,801



4th year of service	47	52,651	53,967	55,316
5th year of service	49	53,636	54,977	56,351
6th year of service	52	55,131	56,509	57,922
Class 2				
1st year of service	55	56,644	58,060	59,512
2nd year of service	56	57,175	58,604	60,069
3rd year of service	58	58,249	59,705	61,198
Conservator - Grade 1				
1st year of service	62	60,571	62,085	63,637
2nd year of service	64	61,878	63,425	65,011
3rd year of service	66	63,136	64,714	66,332
4th year of service	68	64,249	65,855	67,501
5th year of service	70	65,626	67,267	68,949
Grade 2				
1st year of service	74	68,075	69,777	71,521
2nd year of service	79	71,497	73,284	75,116
3rd year of service	83	74,429	76,290	78,197
4th year of service	87	77,372	79,306	81,289
5th year of service	91	80,479	82,491	84,553
Grade 3				
1st year of service	94	82,959	85,033	87,159
2nd year of service	97	85,562	87,701	89,894
3rd year of service	99	87,328	89,511	91,749
Head Conservator				
1st year of service	105	92,513	94,826	97,197
2nd year of service	108	95,319	97,702	100,145
3rd year of service	110	97,210	99,640	102,131

**Coordinators and Directors, Community Justice Centres, Attorney-General's Department  
Determination No.808 of 1983**

Coordinators and Directors, Community Justice Centres - Attorney General's Department				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Co-ordinator	61	60,005	61,505	63,043
Director	104	91,580	93,870	96,217

**Coordinator, visual Arts, Long Bay Correctional Complex - Department of Corrective Services  
Determination No.929 of 2002**

Coordinator, Visual Arts, Long Bay Correctional Complex Department of Corrective Services				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Co-ordinator, Visual Arts	102	89,930	92,178	94,482
Environmental Allowance	-	2,507	2,570	2,634
All Incidents Allowance	-	8,623	8,839	9,060

**Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987**

Curatorial Staff				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
<b>Assistant Curator/Assistant Registrar - Grade I</b>				
1st year of service	40	49,384	50,619	51,884
2nd year of service	46	52,104	53,407	54,742
3rd year of service	51	54,576	55,940	57,339
4th year of service	57	57,679	59,121	60,599
5th year of service and thereafter	62	60,571	62,085	63,637
<b>Assistant Curator/Assistant Registrar - Grade II</b>				
1st year of service	64	61,878	63,425	65,011
2nd year of service	67	63,781	65,376	67,010
3rd year of service	70	65,626	67,267	68,949
4th year of service	73	67,539	69,227	70,958
5th year of service and thereafter	75	68,761	70,480	72,242
<b>Curator/Registrar - Grade I</b>				
1st year of service	77	70,113	71,866	73,663
2nd year of service	82	73,709	75,552	77,441
3rd year of service	86	76,548	78,462	80,424
4th year of service	91	80,479	82,491	84,553
5th year of service and thereafter	95	83,832	85,928	88,076
<b>Curator/Registrar - Grade II</b>				
1st year of service	99	87,328	89,511	91,749
2nd year of service	102	89,930	92,178	94,482
3rd year of service	105	92,513	94,826	97,197
4th year of service	108	95,319	97,702	100,145
5th year of service	110	97,210	99,640	102,131
Senior Curator Senior Registrar	114	101,024	103,550	106,139

**Dental Auxiliaries (TAFE) Public Service board Advice 77/4514 of 14.7.82**

Classification	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
<b>Clinical -</b>				
1st year	41	49,940	51,189	52,469
2nd year	43	50,831	52,102	53,405
3rd year	46	52,104	53,407	54,742
4th year	50	54,155	55,509	56,897
5th year	53	55,603	56,993	58,418
6th year	56	57,175	58,604	60,069
<b>Technical -</b>				
1st year	41	49,940	51,189	52,469
2nd year	43	50,831	52,102	53,405
3rd year	46	52,104	53,407	54,742
4th year	50	54,155	55,509	56,897
5th year	53	55,603	56,993	58,418
6th year	56	57,175	58,604	60,069
<b>Senior Dental Auxiliaries Assistant</b>				
1st year	63	61,282	62,814	64,384
2nd year	66	63,136	64,714	66,332

3rd year	70	65,626	67,267	68,949
4th year	76	69,518	71,256	73,037

**Departmental Professional Officers Determination No.866 of 1987**

Departmental Professional Officers - All Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade I -				
1st year of service	46	52,104	53,407	54,742
2nd year of service	50	54,155	55,509	56,897
3rd year of service	56	57,175	58,604	60,069
4th year of service	63	61,282	62,814	64,384
5th year of service	70	65,626	67,267	68,949
6th year of service and thereafter	76	69,518	71,256	73,037
Grade II -				
1st year of service	81	72,922	74,745	76,614
2nd year of service	84	75,084	76,961	78,885
3rd year of service	87	77,372	79,306	81,289
4th year of service and thereafter	91	80,479	82,491	84,553
Grade III -				
1st year of service	95	83,832	85,928	88,076
2nd year of service	98	86,498	88,660	90,877
3rd year of service	100	88,220	90,426	92,687
4th year of service and thereafter	104	91,580	93,870	96,217
Grade IV -				
1st year of service	108	95,319	97,702	100,145
2nd year of service and thereafter	110	97,210	99,640	102,131
Grade V -				
1st year of service	114	101,024	103,550	106,139
2nd year of service and thereafter	116	103,026	105,602	108,242
Grade VI -				
1st year of service	119	106,236	108,892	111,614
2nd year of service and thereafter	121	108,317	111,025	113,801
Grade VII -				
1st year of service	124	111,665	114,457	117,318
2nd year of service and thereafter	126	114,121	116,974	119,898
Grade VIII -				
1st year of service	129	117,834	120,780	123,800
2nd year of service and thereafter	130	119,149	122,128	125,181

**Department of Transport Officers Employment Conditions Agreement No.2548 of 1998**

Department of Transport			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade I -			
One	39,616	40,606	41,621
Two	40,998	42,023	43,074
Three	42,431	43,492	44,579
Four	43,917	45,015	46,140
Five	45,454	46,590	47,755

Grade 2			
One	45,454	46,590	47,755
Two	47,049	48,225	49,431
Three	48,692	49,909	51,157
Four	50,402	51,662	52,954
Five	52,162	53,466	54,803
Grade 3			
One	52,162	53,466	54,803
Two	53,988	55,338	56,721
Three	55,874	57,271	58,703
Four	57,831	59,277	60,759
Five	59,860	61,357	62,891
Grade 4			
One	59,860	61,357	62,891
Two	61,951	63,500	65,088
Three	64,120	65,723	67,366
Four	66,366	68,025	69,726
Five	68,775	70,494	72,256
Grade 5			
One	68,775	70,494	72,256
Two	71,091	72,868	74,690
Three	73,729	75,572	77,461
Four	76,157	78,061	80,013
Five	78,822	80,793	82,813
Grade 6			
One	78,822	80,793	82,813
Two	81,582	83,622	85,713
Three	84,434	86,545	88,709
Four	87,389	89,574	91,813
Five	90,449	92,710	95,028
Grade 7			
One	90,449	92,710	95,028
Two	93,616	95,956	98,355
Three	96,892	99,314	101,797
Four	100,280	102,787	105,357
Five	103,792	106,387	109,047
Grade 8			
One	103,792	106,387	109,047
Two	107,425	110,111	112,864
Three	114,143	116,997	119,922
Four	119,169	122,148	125,202
Five	123,340	126,424	129,585
Grade 9			
One	123,340	126,424	129,585
Two	129,967	133,216	136,546
Three	136,682	140,099	143,601
Four	141,710	145,253	148,884
Five	145,882	149,529	153,267

**Education Officers, etc., Department of Culture, Sport and Recreation, Public Service Board  
Determination No473 of 1975**

Education Officers, Department of Culture, Sport and Recreation, (Art Gallery, Australian Museum & Museum of Applied Arts & Sciences)				
Classifications and Grade	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Education Officer -				
1st year of service	43	50,831	52,102	53,405
2nd year of service	48	53,089	54,416	55,776
3rd year of service	54	56,089	57,491	58,928
4th year of service	60	59,404	60,889	62,411
5th year of service	66	63,136	64,714	66,332
6th year of service	71	66,282	67,939	69,637
7th year of service	75	68,761	70,480	72,242
8th year of service	79	71,497	73,284	75,116
9th year of service and thereafter	84	75,084	76,961	78,885
Senior Education Officer -				
1st year of service	98	86,498	88,660	90,877
2nd year of service and thereafter	101	89,076	91,303	93,586
Allowance after 12 months on the 9 <sup>th</sup> year of service: \$ per annum	-	2,354	2,413	2,473
After a further 12 months: \$ per annum	-	2,354	2,413	2,473

**Education Officer Department of Training and Education Co-ordination Determination No.912 of 1996**

Education Officer - Department of Education and Training			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Education Officer			
Step 1	73,352	75,186	77,066
Step 2	77,257	79,188	81,168
Step 3	81,330	83,363	85,447
Step 4	85,413	87,548	89,737
Special Program Co-ordinator			
Step 1	91,465	93,752	96,096
Step 2	95,207	97,587	100,027
Senior Education Officer			
Step 1	99,379	101,863	104,410
Step 2	101,843	104,389	106,999
Chief Education Officer	110,760	113,529	116,367
Chief Research Officer	110,760	113,529	116,367
Quality Assurance Co-ordinator	116,923	119,846	122,842
Principal Education Officer	124,092	127,194	130,374
Principal Research Officer	124,092	127,194	130,374
Principal Officer	124,092	127,194	130,374
Curriculum Manager	124,092	127,194	130,374

**Engineers Agreement No. 1734 of 1971**

Engineers				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade I Diplomate Experience Since Qualifying				
In first year	46	52,104	53,407	54,742
After one year	50	54,155	55,509	56,897
After two years	56	57,175	58,604	60,069
After three years	63	61,282	62,814	64,384
After four years	70	65,626	67,267	68,949
After five years	76	69,518	71,256	73,037
Grade I Graduate Experience Since Qualifying				
In first year	50	54,155	55,509	56,897
After one year	56	57,175	58,604	60,069
After two years	63	61,282	62,814	64,384
After three years	70	65,626	67,267	68,949
After four years	76	69,518	71,256	73,037
Grade II				
1st year of service	82	73,709	75,552	77,441
2nd year of service	86	76,548	78,462	80,424
3rd year of service	89	78,929	80,902	82,925
4th year of service and thereafter	92	81,224	83,255	85,336
Grade III				
1st year of service	97	85,562	87,701	89,894
2nd year of service	100	88,220	90,426	92,687
3rd year of service	104	91,580	93,870	96,217
4th year of service and thereafter	107	94,382	96,742	99,161
Grade IV				
1st year of service	112	99,116	101,594	104,134
2nd year of service	115	102,024	104,575	107,189
3rd year of service and thereafter	117	104,050	106,651	109,317
Grade V				
1st year of service	121	108,317	111,025	113,801
2nd year of service and thereafter	123	110,451	113,212	116,042
Grade VI				
1st year of service	125	112,896	115,718	118,611
2nd year of service and thereafter	127	115,317	118,200	121,155

**Escorts and Travelling Attendants Agreement No.2270 of 1980**

Escorts and Travelling Attendants - Department of Community Services			
Classification and Grades	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Travelling Attendant			
1st Year	40,273	41,280	42,312
2nd Year	40,273	41,280	42,312
3rd Year	40,656	41,672	42,714
4th Year	41,994	43,044	44,120
Travelling Attendant (Hourly Rate)			
1st Year	20.31	20.82	21.34

2nd Year	20.31	20.82	21.34
3rd Year	20.51	21.02	21.55
4th Year	21.17	21.7	22.24
Escorts			
1st Year	47,991	49,191	50,421
2nd Year	47,991	49,191	50,421
3rd Year	48,426	49,637	50,878
4th Year	50,061	51,313	52,596
Rate A Applicable Mon-Fri and all overtime/travelling time/weekdays and public holidays = Hrly rate of Travelling Attendant + 10% +4/48ths			
1st Year	24.21	24.82	25.44
2nd Year	24.21	24.82	25.44
3rd Year	24.43	25.04	25.67
4th Year	25.23	25.86	26.51
Rate B Applicable first 8 hours on Saturday = Hrly rate of Travelling Attendant + 50% +4/48ths			
1st Year	33.01	33.84	34.69
2nd Year	33.01	33.84	34.69
3rd Year	33.31	34.14	34.99
4th Year	34.41	35.27	36.15
Rate C Applicable first 8 hours on Sunday = Hrly rate of Travelling Attendant + 75% +4/48ths			
1st Year	38.5	39.46	40.45
2nd Year	38.5	39.46	40.45
3rd Year	38.88	39.85	40.85
4th Year	40.14	41.14	42.17
Rate D Applicable first 8 hours on a Public Holiday = Hrly Rate of Travelling Attendant + 150%+4/48ths			
1st Year	55.01	56.39	57.80
2nd Year	55.01	56.39	57.80
3rd Year	55.53	56.92	58.34
4th Year	57.36	58.79	60.26

**Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No.2320 of 1981;  
Gardening Parks and Horticultural and Landscape Staff Agreement No.2266 of 1980;  
Determination No.767 of 12982**

Gardening, Parks and Horticultural and Landscape Staff				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Gardener Tradesman	37	48,080	49,282	50,514
Gardener Experienced	30	45,159	46,288	47,445
Garden Labourer	20	40,752	41,771	42,815
Garden Labourer, 1st class	23	42,477	43,539	44,627
Chief Propagator (Royal Botanical Gardens)	43	50,831	52,102	53,405
Groundsman	33	46,332	47,490	48,677
Horticultural and Landscape Officers: Horticultural Assistants -				
1st year of service	33	46,332	47,490	48,677
2nd year of service	36	47,625	48,816	50,036
3rd year of service	38	48,481	49,693	50,935
4th year of service	40	49,384	50,619	51,884

5th year of service	42	50,332	51,590	52,880
6th year of service	44	51,209	52,489	53,801
7th year of service	46	52,104	53,407	54,742
Promotion beyond 3rd year rate dependent upon possession of the Certificate of Horticulture				
Ranger	30	45,159	46,288	47,445
Senior Ranger (plus appropriate Leading Hand Allowance)	30	45,159	46,288	47,445
Foreman	61	60,005	61,505	63,043
Foreman Special Grade	65	62,399	63,959	65,558
Superintendent, Centennial Park Supervisor Royal Botanic Gardens and Mount Tomah	77	70,113	71,866	73,663
1st year of service	68	64,249	65,855	67,501
2nd year of service	71	66,282	67,939	69,637
3rd year of service	73	67,539	69,227	70,958
Development Officer (Horticulture)	81	72,922	74,745	76,614
	82	73,709	75,552	77,441
	84	75,084	76,961	78,885
Living Collections Registrar Mount Tomah	46	52,104	53,407	54,742
	50	54,155	55,509	56,897
	53	55,603	56,993	58,418
	56	57,175	58,604	60,069

**General Division Driver/Assistant etc Various Departments Agreement No.2478 of 1985**

Car Drivers/Assistants				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Car Drivers - Driver/General Assistant	33	46,332	47,490	48,677
Departmental - Driver/Assistant	39	48,980	50,205	51,460
Departmental - Driver/Assistant (in Charge), Public Works Department	43	50,831	52,102	53,405
Ministerial Driver/Assistant * Salary Class 52 with allowance to Salary Class 122	39	48,980	50,205	51,460
	80	72,273	74,080	75,932

**General Division (Trade Based Groups) Agreement No.2301 of 1980; Amending Agreement 2317 of 1981; Determination No.764 of 1982**

General Division (Trade Based Groups) Agreement				
	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Artificer, Australian Museum and Art Gallery of NSW				
1st year of service	43	50,831	52,102	53,405
2nd year of service and thereafter	45	51,707	53,000	54,325



Clerk of Works - Various Departments				
1st year of service	68	64,249	65,855	67,501
2nd year of service	70	65,626	67,267	68,949
3rd year of service	73	67,539	69,227	70,958
4th year of service	75	68,761	70,480	72,242
5th year of service and thereafter (Provided that in respect of officers appointed after 10th December, 1980, progression beyond the third year of service shall be dependent upon possession of the Building Foreman and Clerk of Works Certificate of the TAFE NSW*or a qualification deemed by the Industrial Authority to be appropriate and equivalent). (*Agencies are advised to check with TAFE institutes with regard to course qualifications)	77	70,113	71,866	73,663
Deputy Senior Electrical Inspector, All Departments				
1st year of service	78	70,929	72,702	74,520
2nd year of service	80	72,273	74,080	75,932
Electrical Foreman, Various				
Grade 2	64	61,878	63,425	65,011
Grade 3	68	61,878	63,425	65,011
Grade 5	77	70,113	71,866	73,663
Electrical Inspectors, Various				
1st year of service	75	68,761	70,480	72,242
2nd year of service	77	70,113	71,866	73,663
Estimator, Various Departments				
1st year of service	68	64,249	65,855	67,501
2nd year of service	70	65,626	67,267	68,949
Fitter Operators, Various				
On appointment	51	54,576	55,940	57,339
(i) NSW Electrician's Licence		44.77	45.89	47.04
(ii) Department of Industrial Relations First Class Refrigeration Certificate		14.16	14.51	14.87
(iii) Department of Industrial Relations Electrically Fired Boiler Attendant's Certificate		7.54	7.73	7.92
(iv) Department of Industrial Relations Open All Class Boiler Attendant's Certificate		14.16	14.51	14.87
(v) Refrigeration Mechanic's Certificate Course of the Sydney Technical College Provided that, in addition to the above salary, allowances shall be paid to a Fitter Operator who has a licence or certificate specified hereunder and who is required to act upon such licence or certificate during the course of duties		14.16	14.51	14.87

Food and Beverage Controller (S.C. 53) 1st year		48,980	50,205	51,460
(S.C. 57) 2nd year		50,332	51,590	52,880
Food School Assistant (S.C. 23) 1st year		40,061	41,063	42,090
(S.C. 24) 4th year		40,410	41,420	42,456
(S.C. 26) 7th year		40,752	41,771	42,815
Foreman Electrical				
Grade 2 (T83)	64	61,878	63,425	65,011
Grade 3 (T96)	68	64,317	65,925	67,573
Grade 5 (T126)	77	70,113	71,866	73,663
Other than Electrical -				
Grade 1 (T59)	57	57,679	59,121	60,599
Grade 2 (T72)	61	60,005	61,505	63,043
Grade 3 (T85)	65	62,399	63,959	65,558
Grade 4 (T111)	73	67,539	69,227	70,958
Grade 5 (T125)	77	70,113	71,866	73,663
Assistant Mechanical Foreman - (T72)	61	60,005	61,505	63,043
Property and Maintenance Officer, Youth And Community Services				
1st year of service	77	70,113	71,866	73,663
2nd year of service and thereafter	80	72,273	74,080	75,932
Property Inspector, Public Trust Office				
1st year of service	64	61,878	63,425	65,011
2nd year of service	67	63,781	65,376	67,010
3rd year of service	69	64,985	66,610	68,275
4th year of service and thereafter	73	67,539	69,227	70,958
Radio Technician, Police				
1st year of service	47	52,651	53,967	55,316
2nd year of service	48	53,089	54,416	55,776
3rd year of service and thereafter	50	54,155	55,509	56,897
Scientific Instrument Maker, Various Departments				
1st year of service and thereafter	51	54,576	55,940	57,339
Senior Apprenticeship Supervisor, Department of Industrial Relations On appointment	78	70,929	72,702	74,520
Senior Electrical Inspector, Various Departments				
1st year of service	83	74,429	76,290	78,197
2nd year of service	85	75,870	77,767	79,711
Senior Estimator, Various Departments	71	66,282	67,939	69,637
Senior Mechanical Inspector				
1st year of service	83	74,429	76,290	78,197
2nd year of service and thereafter	85	75,870	77,767	79,711
Senior Radio Technician, Police and Forestry Commission				
1st year of service	57	57,679	59,121	60,599
2nd year of service and thereafter	58	58,249	59,705	61,198
Senior Works Supervisors, Various Departments				
1st year of service	83	74,429	76,290	78,197
2nd year of service and thereafter	85	75,870	77,767	79,711

Textile Maintenance Officer				
1st year	44	51,209	52,489	53,801
2nd year	46	52,104	53,407	54,742
3rd year	47	52,651	53,967	55,316
4th year	49	53,636	54,977	56,351
Works Supervisors, Various Departments				
1st year of service	78	70,929	72,702	74,520
2nd year of service and thereafter	80	72,273	74,080	75,932

**Glenfield Park School Staff, Department of Education Determination No. 787 of 1983**

Department of Education				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Gardener Glenfield Park SSP	27	43,949	45,048	46,174

**Guidance Officer, Department of Industrial Relations; Research Officers, Division of Vocational Guidance Services, Department of Industrial Relations, Department of Corrective Services, Department of Family and Community Services, Department of Health NSW; Research Officers (Non-Legally Qualified) Law Reform Commission, Department of Attorney General; Psychologists, Department of Health NSW, Department of Corrective Services, Department of Family and Community Services; Research Anthropologists, Department of Health NSW; Rehabilitation Counsellor Workers Compensation Commission Agreement No. 2405 of 1982; Amending Agreement No. 2520 of 1989**

Guidance Officers, etc.(Excluding Department of Health)				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
(A) Non-Classified Positions Guidance Officer Department of Industrial Relations, Research Officer Department of Industrial Relations, Family and Community Services, Corrective Services, Department of Health NSW				
Research Officer Non-Legally Qualified Law Reform Commission, Attorney General, Psychologist Department of Health NSW Corrective Services, Family and Community Services, Research Anthropologists Department of Health NSW, Social Anthropologists Department of Health NSW, Youth Counselling Officers Department of Industrial Relations				
1st year of service	43	50,831	52,102	53,405
2nd year of service	48	53,089	54,416	55,776
3rd year of service	54	56,089	57,491	58,928
4th year of service	60	59,404	60,889	62,411
5th year of service	66	63,136	64,714	66,332
6th year of service	71	66,282	67,939	69,637
7th year of service	75	68,761	70,480	72,242

8th year of service	79	71,497	73,284	75,116
9th year of service and thereafter	84	75,084	76,961	78,885
Clinical Psychologist Department of Health, Family and Community Services, Department of Attorney General				
1st year of service	79	71,497	73,284	75,116
2nd year of service	86	76,548	78,462	80,424
3rd year of service	91	80,479	82,491	84,553
4th year of service	96	84,711	86,829	89,000
5th year of service and thereafter	101	89,076	91,303	93,586
A Clinical Psychologist appointed to one of the following positions shall be paid as follows:				
Program Co-ordinator				
1st year of service	101	89,076	91,303	93,586
2nd year of service and thereafter	105	92,513	94,826	97,197
Senior Program Co-ordinator				
1st year of service	105	92,513	94,826	97,197
2nd year of service and thereafter	108	95,319	97,702	100,145
Program Director				
1st year of service	108	95,319	97,702	100,145
2nd year of service and thereafter	110	97,210	99,640	102,131
Project Director Department of Health NSW				
1st year of service	91	80,479	82,491	84,553
2nd year of service and thereafter	96	84,711	86,829	89,000
Rehabilitation Counsellor Workers Compensation Commission				
1st year of service	66	63,136	64,714	66,332
2nd year of service	71	66,282	67,939	69,637
3rd year of service and thereafter	75	68,761	70,480	72,242
Senior Rehabilitation Counsellor Workers Compensation Commission				
1st year of service	79	71,497	73,284	75,116
2nd year of service and thereafter	84	75,084	76,961	78,885
(B) Classified Positions (Group a)				
Senior Guidance Officer, District Guidance Officer, Grade I, Careers Research Officer, Division of Vocational Guidance Services, Department of Industrial Relations, Senior Research Psychologist Department of Health NSW On Appointment	101	89,076	91,303	93,586
Group (b)				
Deputy Senior Psychologist, Family and Community Services, Chief Research Psychologist, Department of Health NSW, Senior Research Officer,				

Psychologist, Corrective Services, District Guidance Officer, Grade II, OIC Research Section, OIC Special Section for Handicapped Persons, Division of Vocational Guidance Services, Principal Counsellor, Youth Counselling Service, Department of Industrial Relations On Appointment	105	92,513	94,826	97,197
Group (c) Senior Clinical Psychologist, Department of Health NSW, and Family and Community Services, Regional Psychologist New England Region, Department of Health NSW, Psychologist In Charge Department of Health NSW On Appointment	105	92,513	94,826	97,197
Group (d) Chief Guidance Officer Department of Industrial Relations On Appointment	110	97,210	99,640	102,131
Chief Psychologist Corrective Services On Appointment	114	101,024	103,550	106,139
Assistant Director Division of Vocational Guidance Services Department of Industrial Relations On Appointment	115	102,024	104,575	107,189
Deputy Director, Division of Health Services, Research Department of Health, NSW, Principal Clinical Psychologist, Principal Psychologist, Department of Health NSW, Senior Research Consultant (Personal to. Dr. J Kraus) Family and Community Services, Principal Psychologist, Psychological Counselling Service, Family and Community Services Principal Psychologist (Bureau of Personal Health Services) Department of Health NSW On Appointment	120	107,394	110,079	112,831
Deputy Director, Division Of Vocational Guidance Services, Department of Industrial Relations On Appointment	125	112,896	115,718	118,611

Note: For Psychologist classifications refer to the Crown Employees (Psychologists) Award or Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

**Interpretive Assistants, National Parks and Wildlife Service, Industrial Authority Determination**

Interpretive Assistants, National Parks and Wildlife Service				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Interpretive Assistants				
Year 1	43	50,831	52,102	53,405
Year 2	47	52,651	53,967	55,316

**Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments; Agreement No.2369 of 1982**

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments				
Classifications	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Laboratory Attendant (Junior)				
At 16 and under	4	25,229	25,860	26,507
At 17	6	28,630	29,346	30,080
At 18	8	32,518	33,331	34,164
At 19	11	36,809	37,729	38,672
At 20	18	40,061	41,063	42,090
Laboratory Attendant General Scale (Adult)				
1st year of service	24	42,895	43,967	45,066
2nd year of service	26	43,598	44,688	45,805
3rd year of service and thereafter	28	44,320	45,428	46,564
Laboratory Attendant Grade 1 (Adult)				
1st year of service	28	44,320	45,428	46,564
2nd year of service	31	45,519	46,657	47,823
3rd year of service and thereafter	33	46,332	47,490	48,677
Technical Officer (Scientific) Grade 1				
1st year of service	36	47,625	48,816	50,036
2nd year of service	38	48,481	49,693	50,935
3rd year of service	41	49,940	51,189	52,469
4th year of service	43	50,831	52,102	53,405
5th year of service	46	52,104	53,407	54,742
6th year of service and thereafter	50	54,155	55,509	56,897
7th year of service	53	55,603	56,993	58,418
8th year of service and thereafter	56	57,175	58,604	60,069
Technical Officer (Scientific) Grade II				
1st year of service	63	61,282	62,814	64,384
2nd year of service	66	63,136	64,714	66,332
3rd year of service	70	65,626	67,267	68,949
4th year of service	76	69,518	71,256	73,037
Senior Technical Officer (Scientific) Grade 1				
1st year of service	81	72,922	74,745	76,614
2nd year of service	83	74,429	76,290	78,197
3rd year of service and thereafter	84	75,084	76,961	78,885
Senior Technical Officer (Scientific) Grade II				
1st year of service	84	75,084	76,961	78,885
2nd year of service	87	77,372	79,306	81,289

3rd year of service	89	78,929	80,902	82,925
4th year of service	92	81,224	83,255	85,336
5th year of service and thereafter	95	83,832	85,928	88,076
Trainee Technical Officer (Scientific)				
1st year	5	26,830	27,501	28,189
2nd year	7	30,432	31,193	31,973
3rd year	9	34,483	35,345	36,229
4th year	13	37,508	38,446	39,407

**Legal Officers, Various Departments Agreement No.2375 of 1982**

Legal Officers, Various Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Legal Officers				
Grade I				
1st year of service	51	54,576	55,940	57,339
2nd year of service	55	56,644	58,060	59,512
3rd year of service	58	58,249	59,705	61,198
4th year of service	61	60,005	61,505	63,043
5th year of service	65	62,399	63,959	65,558
Grade II				
1st year of service	73	67,539	69,227	70,958
2nd year of service	78	70,929	72,702	74,520
3rd year of service	84	75,084	76,961	78,885
4th year of service	89	78,929	80,902	82,925
5th year of service	93	82,077	84,129	86,232
Grade III				
1st year of service	98	86,498	88,660	90,877
2nd year of service	101	89,076	91,303	93,586
3rd year of service	105	92,513	94,826	97,197
Grade IV				
1st year of service	112	99,116	101,594	104,134
2nd year of service	114	101,024	103,550	106,139
Grade V				
1st year of service	119	106,236	108,892	111,614
2nd year of service	121	108,317	111,025	113,801
Grade VI				
1st year of service	126	114,121	116,974	119,898
2nd year of service	128	116,526	119,439	122,425

**Maintenance Officer State Library of NSW, Determination No.939 of 2004**

Maintenance Officer State Library of NSW			
Classification	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Maintenance Officer			
1st year of service	51,978	53,277	54,609
2nd year of service	54,745	56,114	57,517

**Media Monitoring Unit, Premier's Department Agreement No.2546 of 1997**

Media Monitors				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Media Monitor, Level 1				
1st year of service	61	60,005	61,505	63,043
2nd year of service	65	62,399	63,959	65,558
3rd year of service	69	64,985	66,610	68,275
4th year of service	74	68,075	69,777	71,521
Senior Media Monitor, Level 2				
1st year of service	78	70,929	72,702	74,520
2nd year of service	82	73,709	75,552	77,441
3rd year of service	86	76,548	78,462	80,424
4th year of service	89	78,929	80,902	82,925

**Ministerial Drivers' Salaries and Conditions - New South Wales Premier's Department Determination No.953 of 2007**

Ministerial Drivers				
	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Ministerial Driver	39	48,980	50,205	51,460
Out of Hours Work Allowance (calculated as 34 hours at ordinary time of base salary)	-	43,824	44,920	46,043

**Miscellaneous Professional Officers, Department of Water Resources Agreement No.2535 of 1991**

Miscellaneous Professional Officers, Department of Water Resources				
Classification and Grades	Common Salary Points	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Cadets/Trainees				
1st year of service	8	32,518	33,331	34,164
2nd year of service	11	36,809	37,729	38,672
3rd year of service	17	39,670	40,662	41,679
4th year of service	25	43,248	44,329	45,437
5th year of service	32	45,959	47,108	48,286
6th year of service	37	48,080	49,282	50,514
General Scale				
1st year of service	37	48,080	49,282	50,514
2nd year of service	44	51,209	52,489	53,801
3rd year of service	51	54,576	55,940	57,339
4th year of service	58	58,249	59,705	61,198
5th year of service	64	61,878	63,425	65,011
6th year of service	71	66,282	67,939	69,637
Grade 1				
1st year of service	72	66,848	68,519	70,232
2nd year of service	75	68,761	70,480	72,242
3rd year of service	78	70,929	72,702	74,520
Thereafter	81	72,922	74,745	76,614



Grade 2				
1st year of service	85	75,870	77,767	79,711
Thereafter	87	77,372	79,306	81,289
Grade 3				
1st year of service	90	79,710	81,703	83,746
Thereafter	95	83,832	85,928	88,076
Grade 4				
1st year of service	99	87,328	89,511	91,749
Thereafter	102	89,930	92,178	94,482
Grade 5				
1st year of service	108	95,319	97,702	100,145
Thereafter	111	98,159	100,613	103,128
Grade 6				
1st year of service	116	103,026	105,602	108,242
Thereafter	121	108,317	111,025	113,801

**Parliament House, Administrative and Clerical Officers, Determination of the Presiding Officers**

Administrative and Clerical Officers, Parliament House				
Classification and Grades	Common Salary Points	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Clerks General Scale				
1st year of service or 18	7	30,432	31,193	31,973
2nd year of service min. at 20	11	36,809	37,729	38,672
3rd year of service min. at 21	17	39,670	40,662	41,679
4th year of service	20	40,752	41,771	42,815
5th year of service	23	42,477	43,539	44,627
6th year of service	25	43,248	44,329	45,437
7th year of service	28	44,320	45,428	46,564
8th year of service	32	45,959	47,108	48,286
9th year of service	36	47,625	48,816	50,036
10th year of service	40	49,384	50,619	51,884
Officer with HSC at 19 paid not less than	9	34,483	35,345	36,229
Grade 1 -				
1st year of service	46	52,104	53,407	54,742
Thereafter	49	53,636	54,977	56,351
Grade 2 -				
1st year of service	52	55,131	56,509	57,922
Thereafter	55	56,644	58,060	59,512
Grade 3 -				
1st year of service	58	58,249	59,705	61,198
Thereafter	61	60,005	61,505	63,043
Grade 4 -				
1st year of service	64	61,878	63,425	65,011
Thereafter	67	63,781	65,376	67,010
Grade 5 -				
1st year of service	75	68,761	70,480	72,242
Thereafter	78	70,929	72,702	74,520
Grade 6 -				
1st year of service	82	73,709	75,552	77,441
Thereafter	85	75,870	77,767	79,711
Grade 7 -				
1st year of service	88	78,142	80,096	82,098
Thereafter	91	80,479	82,491	84,553

Grade 8 - 1st year of service	95	83,832	85,928	88,076
Thereafter	98	86,498	88,660	90,877
Grade 9 - 1st year of service	101	89,076	91,303	93,586
Thereafter	104	91,580	93,870	96,217
Grade 10 - 1st year of service	108	95,319	97,702	100,145
Thereafter	111	98,159	100,613	103,128
Grade 11 - 1st year of service	116	103,026	105,602	108,242
Thereafter	120	107,394	110,079	112,831
Grade 12 - 1st year of service	126	114,121	116,974	119,898
Thereafter	130	119,149	122,128	125,181

**Parliament House, Other Clerical Officers Determinations of the Presiding Officers**

Other Clerical Officers, Parliament House				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade 1 - Group A - 1st year of service or under 17	1	21,183	21,713	22,256
2nd year of service or 17	4	25,229	25,860	26,507
3rd year of service or 18	6	28,630	29,346	30,080
Group B - 1st year of service or under 17	2	22,604	23,169	23,748
2nd year of service or 17	4	25,229	25,860	26,507
3rd year of service	6	28,630	29,346	30,080
Grade 1 - 4th year of service 19	9	34,483	35,345	36,229
5th year of service 20	11	36,809	37,729	38,672
6th year of service	17	39,670	40,662	41,679
7th year of service	20	40,752	41,771	42,815
8th year of service	23	42,477	43,539	44,627
9th year of service	25	43,248	44,329	45,437
10th year of service	28	44,320	45,428	46,564
Grade 1/2 - Group C - 1st year of service or under 17	3	23,795	24,390	25,000
2nd year of service or 17	6	28,630	29,346	30,080
3rd year of service or 18	9	34,483	35,345	36,229
Group D only - Officer with HSC at 19 paid not less than	9	34,483	35,345	36,229
4th year of service or 19	11	36,809	37,729	38,672
5th year of service or 20	17	39,670	40,662	41,679
6th year of service	20	40,752	41,771	42,815
7th year of service	23	42,477	43,539	44,627
8th year of service	25	43,248	44,329	45,437
9th year of service	28	44,320	45,428	46,564
10th year of service	32	45,959	47,108	48,286
11th year of service	36	47,625	48,816	50,036
12th year of service	40	49,384	50,619	51,884
Grade 3 - 1st year of service	46	52,104	53,407	54,742

2nd year of service	49	53,636	54,977	56,351
Grade 3/4 -				
1st year of service	46	52,104	53,407	54,742
2nd year of service	49	53,636	54,977	56,351
3rd year of service	52	55,131	56,509	57,922
4th year of service	55	56,644	58,060	59,512
Grade 4 -				
1st year of service	52	55,131	56,509	57,922
2nd year of service	55	56,644	58,060	59,512
Grade 5 -				
1st year of service	58	58,249	59,705	61,198
2nd year of service	61	60,005	61,505	63,043
Grade 6 -				
1st year of service	64	61,878	63,425	65,011
2nd year of service	67	63,781	65,376	67,010
Grade 7 -				
1st year of service	75	68,761	70,480	72,242
2nd year of service	78	70,929	72,702	74,520
Grade 8 -				
1st year of service	82	73,709	75,552	77,441
2nd year of service	85	75,870	77,767	79,711

**Parliamentary Attendant Staff, Determinations of the Presiding Officers**

Parliamentary Attendant Staff				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Parliamentary Officer - Attendant, Grade 1				
1st year of service	32	45,959	47,108	48,286
2nd year of service	36	47,625	48,816	50,036
Thereafter	40	49,384	50,619	51,884
Grade 2				
1st year of service	41	49,940	51,189	52,469
Thereafter	43	50,831	52,102	53,405
Grade 3				
1st year of service (Level 1)	46	52,104	53,407	54,742
Thereafter (Level 2)	49	53,636	54,977	56,351
Grade 4	55	56,644	58,060	59,512
Grade 5	61	60,005	61,505	63,043

**Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff), Agreement 2379 of 1981, Agreement 2381 of 1981, Agreement 2382 of 1981**

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff)				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
**Parliamentary Officers Chef - Grade 4 (Head Chef)				
1st year	82	73,709	75,552	77,441
2nd year and thereafter	85	75,870	77,767	79,711
**Parliamentary Officer Chef - Grade 3 (Chef)	47	52,651	53,967	55,316

**Parliamentary Officer Chef - Grade 2 - (Assistant Chef)	37	48,080	49,282	50,514
Parliamentary Steward				
1st year	48	53,089	54,416	55,776
2nd year and thereafter	50	54,155	55,509	56,897
Dining Room Supervisor	40	49,384	50,619	51,884
Assistant Dining Room Supervisor	32	45,959	47,108	48,286
**Catering Supervisor (Cafeteria Supervisor)	34	46,767	47,936	49,134
**Catering Supervisor (Room Service Supervisor)	32	45,959	47,108	48,286
Senior Dining Room Attendant/Cleaner	29	44,777	45,896	47,043
Dining Room Attendant/Cleaner	27	43,949	45,048	46,174
Senior Bartender	30	45,159	46,288	47,445
Bartender	-	42,875	43,947	45,046
Kitchen Attendant	27	43,949	45,048	46,174
Kitchen Assistant	-	41,464	42,501	43,564
Stock Clerk -				
1st year	38	48,481	49,693	50,935
2nd year	40	49,384	50,619	51,884
3rd year and thereafter	43	50,831	52,102	53,405
Pantry Supervisor	34	46,767	47,936	49,134
Assistant Pantry Supervisor	30	45,159	46,288	47,445
**Cleaning Supervisor (Foreman Cleaner)	30	45,159	46,288	47,445
**Assistant Cleaning Supervisor (Assistant Foreman Cleaner)	-	42,875	43,947	45,046
General Useful	-	41,464	42,501	43,564
Stores Officer				
1st year	-	48,980	50,205	51,460
2nd year and thereafter	-	49,940	51,189	52,469
Housekeeper	-	40,325	41,333	42,366
*Senior Laundry Assistant	-	39,961	40,960	41,984
Laundry Assistant	-	39,564	40,553	41,567
Cleaner	-	39,564	40,553	41,567
**Horticulturalist Grade 2 (Gardener - experienced)	32	45,959	47,108	48,286
*Attendant/Gatekeeper	-	41,464	42,501	43,564
*Parliament House Security Officer	41	49,940	51,189	52,469
*Position deleted from establishment.				
**Title of position changed - old title appears in brackets.				

**Parole Officers, Department of Corrective Services, Industrial Authority Determination**

Parole Officers, Department of Corrective Services				
Classification and Grades	Common Salary	1.7.10	1.7.11	1.7.12
		Per annum	Per annum	Per annum
		\$	2.50% \$	2.50% \$
Parole Officer				
Min 3	58	58,249	59,705	61,198
Max 3	61	60,005	61,505	63,043
Min 4	64	61,878	63,425	65,011
Max 4	67	63,781	65,376	67,010
Min 5	75	68,761	70,480	72,242
Max 5	78	70,929	72,702	74,520
Min 6	82	73,709	75,552	77,441
Max 6	85	75,870	77,767	79,711
Unit Leader				
Min 7	88	78,142	80,096	82,098

Max 7	91	80,479	82,491	84,553
Min 8	95	83,832	85,928	88,076
Max 8	98	86,498	88,660	90,877
District Manager 4				
Min 7	88	78,142	80,096	82,098
Max 7	91	80,479	82,491	84,553
Min 8	95	83,832	85,928	88,076
District Manager 3				
Min 8	95	83,832	85,928	88,076
Max 8	98	86,498	88,660	90,877
Min 9	101	89,076	91,303	93,586
Max 9	104	91,580	93,870	96,217
District Manager 2				
Min 9	101	89,076	91,303	93,586
Max 9	104	91,580	93,870	96,217
Min 10	108	95,319	97,702	100,145
Max 10	111	98,159	100,613	103,128
District Manager 1				
Min 10	108	95,319	97,702	100,145
Max 10	111	98,159	100,613	103,128
Min 11	116	103,026	105,602	108,242
Max 11	120	107,394	110,079	112,831

**Petty Sessions Officers - Local Courts Administration Determination 741 of 1982**

Petty Sessions Officers - Local Courts Administration				
Classification and Grades	Common Salary	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade 1/2				
1st year of service	7	30,432	31,193	31,973
2nd year of service	11	36,809	37,729	38,672
3rd year of service	17	39,670	40,662	41,679
4th year of service	20	40,752	41,771	42,815
5th year of service	23	42,477	43,539	44,627
6th year of service	25	43,248	44,329	45,437
7th year of service	28	44,320	45,428	46,564
8th year of service	32	45,959	47,108	48,286
9th year of service	36	47,625	48,816	50,036
10th year of service	40	49,384	50,619	51,884
Officer with HSC at 19 paid not less than General Scale	9	34,483	35,345	36,229
Grade 3				
1st year of service Max 1	49	53,636	54,977	56,351
2nd year of service Min 2	52	55,131	56,509	57,922
Thereafter Max 2	55	56,644	58,060	59,512
Grade 4				
1st year of service Max 3	61	60,005	61,505	63,043
2nd year of service Min 4	64	61,878	63,425	65,011
Thereafter Max 4	67	63,781	65,376	67,010
Grade 5				
1st year of service Max 5	78	70,929	72,702	74,520
2nd year of service Min 6	82	73,709	75,552	77,441
Thereafter Max 6	85	75,870	77,767	79,711
Grade 6				
1st year of service Min 8	95	83,832	85,928	88,076
Thereafter Max 9	104	91,580	93,870	96,217

Grade 7				
1st year of service Min 11	116	103,026	105,602	108,242
Thereafter Min 12	126	114,121	116,974	119,898

**Pharmacists Agreement 2441 of 1982**

Pharmacists				
Classification and Grade	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$	
Pharmacist - Grade 1				
1st year	49,860	51,107	52,385	
2nd year	51,724	53,017	54,342	
3rd year	54,890	56,262	57,669	
4th year	58,672	60,139	61,642	
5th year	62,740	64,309	65,917	
6th year	66,727	68,395	70,105	
7th year	69,960	71,709	73,502	
8th year	72,214	74,019	75,869	
Pharmacist - Grade 2 After 2 yrs on maximum	74,368	76,227	78,133	
Part-time Pharmacist	40	41	42.03	
Pharmaceutical Advisor Pharmaceutical Services Branch				
1st year	80,791	82,811	84,881	
2nd year	83,501	85,589	87,729	
3rd year	85,834	87,980	90,180	
4th year	88,172	90,376	92,635	
Principal Pharmaceutical Advisor Pharmaceutical Services Branch				
1st year	96,543	98,957	101,431	
2nd year	98,978	101,452	103,988	
Deputy Chief Pharmacist Pharmaceutical Services Branch				
1st year	102,258	104,814	107,434	
2nd year	104,802	107,422	110,108	
Chief Pharmacist Pharmaceutical Services Branch				
1st year	112,867	115,689	118,581	
2nd year	115,518	118,406	121,366	
Chief Pharmacist Group 1 & 3, Grade 5 Corrections Health Service				
1st year	96,538	98,951	101,425	
2nd year	98,979	101,453	103,989	

**Pilots Forestry Commission, Determination No.843 of 1985**

Pilots - Forestry Commission				
Classification and Grades	Common Salary Points	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Manager (Flight Operations) - Helicopter	104	91,580	93,870	96,217
Fixed Wing	99	87,328	89,511	91,749

Pilot (Fixed Wing) -				
1st year	85	75,870	77,767	79,711
2nd year	87	77,372	79,306	81,289
3rd year	89	78,929	80,902	82,925
4th year	91	80,479	82,491	84,553
Pilot (Fixed Wing under 3360 kg)	82	73,709	75,552	77,441
Pilot (Helicopter) -				
1st year	88	78,142	80,096	82,098
2nd year	91	80,479	82,491	84,553
3rd year	93	82,077	84,129	86,232
4th year	96	84,711	86,829	89,000
Where 4th Class Instrument Rating Required				
1st year	89	78,929	80,902	82,925
2nd year	92	81,224	83,255	85,336
3rd year	95	83,832	85,928	88,076
4th year	97	85,562	87,701	89,894
Allowances per annum:				
Helicopter/Agriculture Pilots Allowance	-	4,566	4,680	4,797
Check and Training Allowance	-	5,472	5,609	5,749
Agricultural Rating Helicopter				
Crewman -				
1st year	50	54,155	55,509	56,897
2nd year	55	56,644	58,060	59,512
3rd year	58	58,249	59,705	61,198
4th year	62	60,571	62,085	63,637

**Psychologists, Community Offender Services, Department of Corrective Services Determination No. 963 of 2008**

Psychologists, Community Offender Services - Department of Corrective Services				
Classification and Grades	Common Salary Points No	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Senior Psychologist Year 1	-	98,959	101,433	103,969
Senior Psychologist Year 2	-	103,123	105,701	108,344
Senior Psychologist Year 3 and thereafter	-	107,285	109,967	112,716
Senior Specialist Psychologist Year 1	-	115,611	118,501	121,464
Senior Specialist Psychologist Year 2	-	118,933	121,906	124,954
Senior Specialist Psychologist Year 3 and thereafter	-	122,287	125,344	128,478
Community Based Incidental Allowance	-	2,507	2,570	2,634

**Publicity Officers and Public Relations Officers Agreement No.2126 of 1975**

Publicity Officers and Public Relations Officers				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Assistant Publicity Officers				
1st year of service	59	58,858	60,329	61,837
2nd year of service	62	60,571	62,085	63,637
Publicity Officers				
1st year of service	69	64,985	66,610	68,275
2nd year of service	72	66,848	68,519	70,232
3rd year of service and thereafter	74	68,075	69,777	71,521

Senior Publicity Officers, Dept of Education & Training 1st year of service and thereafter	100	88,220	90,426	92,687
Public Relations Officer Grade II 1st year of service	87	77,372	79,306	81,289
2nd year of service	89	78,929	80,902	82,925
3rd year of service and thereafter	91	80,479	82,491	84,553
Grade I 1st year of service	103	90,757	93,026	95,352
2nd year of service	105	92,513	94,826	97,197
3rd year of service and thereafter	107	94,382	96,742	99,161
Allowance in lieu of overtime (per annum)	-	10,182	10,437	10,698

**Scientific Officers Various Departments Agreement No.2433 of 1982**

Scientific Officers, Various Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade I 1st year of service	46	52,104	53,407	54,742
2nd year of service	50	54,155	55,509	56,897
3rd year of service	56	57,175	58,604	60,069
4th year of service	63	61,282	62,814	64,384
5th year of service	70	65,626	67,267	68,949
6th year of service and thereafter	76	69,518	71,256	73,037
Grade II 1st year of service	81	72,922	74,745	76,614
2nd year of service	84	75,084	76,961	78,885
3rd year of service	87	77,372	79,306	81,289
4th year of service and thereafter	91	80,479	82,491	84,553
Grade III 1st year of service	95	83,832	85,928	88,076
2nd year of service	98	86,498	88,660	90,877
3rd year of service and thereafter	100	88,220	90,426	92,687
Grade IV 1st year of service	105	92,513	94,826	97,197
2nd year of service	108	95,319	97,702	100,145
3rd year of service and thereafter	110	97,210	99,640	102,131
Grade V 1st year of service	114	101,024	103,550	106,139
2nd year of service and thereafter	117	104,050	106,651	109,317
Grade VI 1st year of service	120	107,394	110,079	112,831
2nd year of service	123	110,451	113,212	116,042

**Security Officers and Senior Security Officers Various Departments Determination No.768 of 1982**

Security Officers and Senior Security Officers, Various Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Security Officer	25	43,248	44,329	45,437
Senior Security Officer	30	45,159	46,288	47,445



Chief Security Controller - Sydney				
1st year	75	68,761	70,480	72,242
2nd year	78	70,929	72,702	74,520
Chief Security Officer Sydney -				
(S.C. 85) 1st year	60	59,404	60,889	62,411
(S.C. 92) 2nd year	64	61,878	63,425	65,011
Newcastle - (S.C. 80)	57	57,679	59,121	60,599

**Social Workers, Various Departments Agreement No.2374 of 1982**

Social Workers, Various Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Social Worker, Community Services Consultant				
1st year of service	44	51,209	52,489	53,801
2nd year of service	49	53,636	54,977	56,351
3rd year of service	55	56,644	58,060	59,512
4th year of service	61	60,005	61,505	63,043
5th year of service	67	63,781	65,376	67,010
6th year of service	71	66,282	67,939	69,637
7th year of service	75	68,761	70,480	72,242
8th year of service	79	71,497	73,284	75,116
9th year of service and thereafter	84	75,084	76,961	78,885
Senior Allotment Officer	89	78,929	80,902	82,925
Community Services Officer	96	84,711	86,829	89,000
Social Worker Grade I	89	78,929	80,902	82,925
Senior Social Worker	96	84,711	86,829	89,000
Regional Social Work Adviser				
South Eastern, Orana and Far West and South Western Health Regions	89	78,929	80,902	82,925
Central Western, North Coast, Illawarra and New England Health Regions	96	84,711	86,829	89,000
Southern Metropolitan, Northern Metropolitan, Western Metropolitan and Hunter Health Regions	107	94,382	96,742	99,161

**Stores Officers Various Departments Agreement No. 2038 of 1973; Determination 534 of 1978; Determination 747 of 1982**

Stores Officer, Various Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Stores Officers				
Grade 1				
1st year of service	31	45,519	46,657	47,823
2nd year of service and thereafter	33	46,332	47,490	48,677
Grade 2				
1st year of service	34	46,767	47,936	49,134
2nd year of service and thereafter	35	47,145	48,324	49,532

Grade 3				
1st year of service	36	47,625	48,816	50,036
2nd year of service and thereafter	37	48,080	49,282	50,514
Grade 4				
1st year of service	39	48,980	50,205	51,460
2nd year of service	41	49,940	51,189	52,469
3rd year of service and thereafter	41	49,940	51,189	52,469
Stores and Despatch Officer				
Art Gallery of N.S.W.				
1st year of service	39	48,980	50,205	51,460
2nd year of service	40	49,384	50,619	51,884
3rd year of service and thereafter	41	49,940	51,189	52,469
Drug Checker and Counter Hand				
Commercial Services Group				
1st year of service	37	48,080	49,282	50,514
2nd year of service and thereafter	38	48,481	49,693	50,935
Area Supervisors				
Commercial Services Group				
1st year of service	46	52,104	53,407	54,742
2nd year of service and thereafter	48	53,089	54,416	55,776
Second O.I.C. (Other Areas)				
Commercial Services Group				
1st year of service	37	48,080	49,282	50,514
2nd year of service and thereafter	38	48,481	49,693	50,935
Area Supervisors (Shea's Creek Stores)				
Despatch Section, Government Supply Department				
1st year of service	52	55,131	56,509	57,922
2nd year of service and thereafter	55	56,644	58,060	59,512
Packing Section and Sheds 68-72				
Commercial Services Group				
1st year of service	49	53,636	54,977	56,351
2nd year of service and thereafter	51	54,576	55,940	57,339
Section O.I.C. (Areas)				
Commercial Services Group				
1st year of service	41	49,940	51,189	52,469
2nd year of service and thereafter	43	50,831	52,102	53,405
Packing Section and Sheds 68-72				
Commercial Services Group				
1st year of service	39	48,980	50,205	51,460
2nd year of service and thereafter	40	49,384	50,619	51,884
Assistant Inspector of Packing & Quality Control, Commercial Services Group	56	57,175	58,604	60,069
Inspector of Packing & Quality Control	59	58,858	60,329	61,837
Commercial Services Group				
Controller of Order Processing, Commercial Services Group	59	58,858	60,329	61,837
Stores Controller, CMA	46	52,104	53,407	54,742
Assistant Stores Controller, CMA	40	49,384	50,619	51,884
Chief Stores Officer, Government Motor				
Garage				
1st year of service	46	52,104	53,407	54,742
2nd year of service	48	53,089	54,416	55,776
3rd year of service and thereafter	49	53,636	54,977	56,351

**Student Association Officer, Department of Technical and Further Education Determination No.5 of 2001**

Department of Technical and Further Education				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Assistant Student Association Officer				
Step 1	46	52,104	53,407	54,742
Step 2	49	53,636	54,977	56,351
Step 3	52	55,131	56,509	57,922
Step 4	55	56,644	58,060	59,512
Student Association Officer Level 1				
Step 1	58	58,249	59,705	61,198
Step 2	61	60,005	61,505	63,043
Step 3	64	61,878	63,425	65,011
Step 4	67	63,781	65,376	67,010
Student Association Officer Level 2				
Step 1	75	68,761	70,480	72,242
Step 2	78	70,929	72,702	74,520
Step 3	82	73,709	75,552	77,441
Step 4*	85	75,870	77,767	79,711
* Direct appointment to the last incremental step on the new classification structure will occur by way of an allowance. Allowance - Overnight duties on weekends and vacation trips (per night)		Per night 87.58	Per night 89.77	Per night 92.01
Student Association Officers who work 11.00 am - 7.00pm shift receive - 10% shift allowance.				
Casual Assistant Student Association Officer(per hour) (Dept. formula)		Per hour 35.54	Per hour 36.43	Per hour 37.34
Casual Student Association Officer (per hour) (Dept. Formula)		Per hour 39.74	Per hour 40.73	Per hour 41.75
Engaged for periods of not less than 3 hours and be paid as such. Rates include a 15% loading in lieu of all leave entitlements excluding LSL and 1/12th annual leave.				

**Surveyors, Trigonometrical surveyors and Cartographic Surveyors, Various Departments Agreement No.2449 of 1982**

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade I				
1st year of service	50	54,155	55,509	56,897
2nd year of service	56	57,175	58,604	60,069
3rd year of service	63	61,282	62,814	64,384
4th year of service	70	65,626	67,267	68,949
5th year of service and thereafter	76	69,518	71,256	73,037
Grade II				
1st year of service	82	73,709	75,552	77,441
2nd year of service	86	76,548	78,462	80,424
3rd year of service	89	78,929	80,902	82,925

4th year of service and thereafter	92	81,224	83,255	85,336
Grade III				
1st year of service	97	85,562	87,701	89,894
2nd year of service	100	88,220	90,426	92,687
3rd year of service	104	91,580	93,870	96,217
4th year of service and thereafter	107	94,382	96,742	99,161
Grade IV				
1st year of service	112	99,116	101,594	104,134
2nd year of service	115	102,024	104,575	107,189
3rd year of service and thereafter	117	104,050	106,651	109,317
Grade V				
1st year of service	121	108,317	111,025	113,801
2nd year of service and thereafter	123	110,451	113,212	116,042

**Technical Officers (Engineering) Determination No.803 of 1983**

Technical Officers (Engineering)				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade 1				
1st year of service	48	53,089	54,416	55,776
2nd year of service	51	54,576	55,940	57,339
3rd year of service	54	56,089	57,491	58,928
4th year of service	56	57,175	58,604	60,069
5th year of service	59	58,858	60,329	61,837
Grade 2				
1st year of service	64	61,878	63,425	65,011
2nd year of service	66	63,136	64,714	66,332
3rd year of service	68	64,249	65,855	67,501
4th year of service	70	65,626	67,267	68,949
Grade 3				
1st year of service and thereafter	77	70,113	71,866	73,663
Senior Technical Officer				
Grade 1				
1st year of service	75	68,761	70,480	72,242
2nd year of service	77	70,113	71,866	73,663
3rd year of service	80	72,273	74,080	75,932
Grade 2				
1st year of service	83	74,429	76,290	78,197
2nd year of service	86	76,548	78,462	80,424
Grade 3				
	90	79,710	81,703	83,746

**Technical Surveyors, All Departments Agreement No.2494 of 1986**

Technical Surveyors, All Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Assistant Technical Surveyors				
1st year of service	2	22,604	23,169	23,748
2nd year of service	5	26,830	27,501	28,189
3rd year of service	7	30,432	31,193	31,973
4th year of service	11	36,809	37,729	38,672
5th year of service	17	39,670	40,662	41,679
6th year of service	20	40,752	41,771	42,815

7th year of service	23	42,477	43,539	44,627
8th year of service	25	43,248	44,329	45,437
9th year of service	28	44,320	45,428	46,564
10th year of service	32	45,959	47,108	48,286
11th year of service	36	47,625	48,816	50,036
12th year of service	40	49,384	50,619	51,884
13th year of service	46	52,104	53,407	54,742
14th year of service	49	53,636	54,977	56,351
15th year of service	52	55,131	56,509	57,922
16th year of service	55	56,644	58,060	59,512
Officer with HSC at 19 paid not less than	9	34,483	35,345	36,229
Technical Surveyor Grade 1				
1st year of service	58	58,249	59,705	61,198
2nd year of service	61	60,005	61,505	63,043
3rd year of service	64	61,878	63,425	65,011
4th year of service	67	63,781	65,376	67,010
Grade 2				
1st year of service	73	67,539	69,227	70,958
2nd year of service	76	69,518	71,256	73,037
3rd year of service	80	72,273	74,080	75,932
4th year of service	83	74,429	76,290	78,197
Grade 3				
1st year of service	88	78,142	80,096	82,098
2nd year of service	91	80,479	82,491	84,553

**Technician (Security Services), Department of Education and Training, Public Service Board  
Determination dated 4 February, 1988**

Technician (Security Services) - Department of Education and Training				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Grade 1				
Year 1	59	58,858	60,329	61,837
Thereafter	60	59,404	60,889	62,411
Grade 2				
Year 1	62	60,571	62,085	63,637
Thereafter	63	61,282	62,814	64,384
On call allowance	-	222.7	228	233.70

**Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard) Salaries  
Agreement No.2418 of 1982**

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard)				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
Timekeeper and/or Storekeeper Grade I				
1st year of service	34	46,767	47,936	49,134
2 <sup>nd</sup> year of service	37	48,080	49,282	50,514
Grade II				
1st year of service	39	48,980	50,205	51,460
2 <sup>nd</sup> year of service	42	50,332	51,590	52,880

Assistant to Supervisory Timekeeper On Appointment	43	50,831	52,102	53,405
Special Grade				
1st year of service	45	51,707	53,000	54,325
2 <sup>nd</sup> year of service	46	52,104	53,407	54,742

**Tracers, Various Departments Agreement No.2192 of 1975**

Tracers, Various Departments				
Classification and Grades	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
<b>General Scale</b>				
1st year of service or under 17	2	22,604	23,169	23,748
2 <sup>nd</sup> year of service or 17	4	25,229	25,860	26,507
3 <sup>rd</sup> year of service or 18	6	28,630	29,346	30,080
4th year of service or 19	8	32,518	33,331	34,164
5th year of service or 20	10	36,473	37,385	38,320
6th year of service or 21	17	39,670	40,662	41,679
7th year of service	19	40,410	41,420	42,456
8th year of service	23	42,477	43,539	44,627
9th year of service	25	43,248	44,329	45,437
<b>Grade 1</b>				
1st year of service	26	43,598	44,688	45,805
2 <sup>nd</sup> year of service	28	44,320	45,428	46,564
<b>Grade 2</b>				
1st year of service	31	45,519	46,657	47,823
2 <sup>nd</sup> year of service	33	46,332	47,490	48,677
<b>Grade 3</b>				
1st year of service	35	47,145	48,324	49,532
2nd year of service	37	48,080	49,282	50,514
<b>Grade 4</b>				
1st year of service	39	48,980	50,205	51,460
2nd year of service	40	49,384	50,619	51,884

**Visual Aids Officers Agreement No.1810 of 1971**

Department of Education and Training/TAFE				
Classification	Common Salary Point	1.7.10 Per annum \$	1.7.11 Per annum 2.50% \$	1.7.12 Per annum 2.50% \$
<b>Non-Graduate</b>				
1st year	41	49,940	51,189	52,469
2nd year	47	52,651	53,967	55,316
3rd year	52	55,131	56,509	57,922
4th year	57	57,679	59,121	60,599
5th year	62	60,571	62,085	63,637
6th year	66	63,136	64,714	66,332
7th year	79	64,985	66,610	68,275
8th year	71	66,282	67,939	69,637
<b>Graduate</b>				
1st year	43	50,831	52,102	53,405
2nd year	48	53,089	54,416	55,776
3rd year	54	56,089	57,491	58,928
4th year	60	59,404	60,889	62,411
5th year	66	63,136	64,714	66,332

6th year	71	66,282	67,939	69,637
7th year	75	68,761	70,480	72,242
8th year	79	71,497	73,284	75,116
9th year	84	75,084	76,961	78,885
Senior Visual Aids Officer				
1st year	81	72,922	74,745	76,614
2nd year	85	75,870	77,767	79,711
3rd year	89	78,929	80,902	82,925
4th year	94	82,959	85,033	87,159

6. This variation shall take effect from the first full pay period commencing on or after 1 July 2012.

A. F. BACKMAN *J*

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**CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF  
NEW SOUTH WALES - SALARIED STAFF SALARIES AND  
CONDITIONS OF EMPLOYMENT) AWARD 2008**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 411 of 2012)

Before The Honourable Justice Backman

29 June and 13 July 2012

**VARIATION**

1. In paragraph (d) of subclause (iii) of clause 3, Salaries of the award published 15 May 2009 (367 I.G. 1728) insert the words "; and" after the words "on or after 1 July 2011".
2. Insert after paragraph (d) of subclause (iii) of clause 3, the following new paragraph (e):
  - (e) a further 2.5% to salaries paid under paragraph (d) of this subclause, payable with effect from the first full pay period to commence on or after 1 July 2012.
3. Insert the words "and a further increase of 2.5% with effect from the first full pay period to commence on or after 1 July 2012" in subclause (iii) of clause 6, Conditions of Employment, immediately after the words "and a further increase of 2.5% with effect from the first full pay period to commence on or after 1 July 2011."
4. Delete Part B, Monetary Rates and insert in lieu thereof the following:

**PART B**

**MONETARY RATES**

**AWARDS**

Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff) Award

Unified Salary Scale Grades	1.7.07	1.7.08	1.7.09	1.7.10	1.7.11	1.7.12
	Per annum \$	Per annum \$	Per annum \$	Per annum \$	Per annum \$	Per annum \$
Grade 1	28,908	30,064	31,267	32,518	33,331	34,164
	31,706	32,974	34,293	35,665	36,557	37,471
	36,249	37,699	39,207	40,775	41,794	42,839
Grade 2	38,230	39,759	41,349	43,003	44,078	45,180
	39,964	41,563	43,226	44,955	46,079	47,231
	41,452	43,110	44,834	46,627	47,793	48,988
Grade 3	44,013	45,774	47,605	49,509	50,747	52,016
	46,076	47,919	49,836	51,829	53,125	54,453
	48,223	50,152	52,158	54,244	55,600	56,990
Grade 4	49,694	51,682	53,749	55,899	57,296	58,728
	51,642	53,708	55,856	58,090	59,542	61,031
	53,674	55,821	58,054	60,376	61,885	63,432



Grade 5	55,518	57,739	60,049	62,451	64,012	65,612
	57,313	59,606	61,990	64,470	66,082	67,734
	58,346	60,680	63,107	65,631	67,272	68,954
Grade 6	59,626	62,011	64,491	67,071	68,748	70,467
	61,436	63,893	66,449	69,107	70,835	72,606
	63,447	65,985	68,624	71,369	73,153	74,982
Grade 7	64,827	67,420	70,117	72,922	74,745	76,614
	67,115	69,800	72,592	75,496	77,383	79,318
	68,418	71,155	74,001	76,961	78,885	80,857
Grade 8	71,225	74,074	77,037	80,118	82,121	84,174
	74,117	77,082	80,165	83,372	85,456	87,592
	76,431	79,488	82,668	85,975	88,124	90,327
Grade 9	79,947	83,145	86,471	89,930	92,178	94,482
	82,244	85,534	88,955	92,513	94,826	97,197
	85,945	89,383	92,958	96,676	99,093	101,570
Grade 10	88,113	91,638	95,304	99,116	101,594	104,134
	91,589	95,253	99,063	103,026	105,602	108,242
	96,293	100,145	104,151	108,317	111,025	113,801
Grade 11	99,269	103,240	107,370	111,665	114,457	117,318
	103,591	107,735	112,044	116,526	119,439	122,425
	105,923	110,160	114,566	119,149	122,128	125,181
Grade 12	112,122	116,607	121,271	126,122	129,275	132,507
	115,395	120,011	124,811	129,803	133,048	136,374
	119,426	124,203	129,171	134,338	137,696	141,138
Grade 13	122,990	127,910	133,026	138,347	141,806	145,351
	126,177	131,224	136,473	141,932	145,480	149,117
	132,224	137,513	143,014	148,735	152,453	156,264

## Crown Employees (Roads and Traffic Authority of New South Wales - School Crossing Supervisors) Award

School Crossing Supervisors Category (refer cl. 7 of award for the Calculation of rates)	1.7.07 Per hour \$	1.7.08 Per hour \$	1.7.09 Per hour \$	1.7.10 Per hour \$	1.7.11 Per hour \$	1.7.12 Per hour \$
Base Rate (N)	16.8730	17.5479	18.2498	18.9798	19.4543	19.9407
Permanent SCS (P)	15.8184	16.4511	17.1092	17.7935	18.2383	18.6944
Additional hours/training (A)	18.2791	19.0103	19.7707	20.5615	21.0755	21.6024
Casual SCS (C)	20.2476	21.0575	21.8998	22.7758	23.3452	23.9288

## Crown Employees (Roads and Traffic Authority of New South Wales - Toll Plaza Officers) Award

Salary rates are included above in the Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff) Award.

## Inspectors Vehicle Regulation - Industrial Instrument 8411 of 1990

Salary rates are included above in the Crown Employees (Roads and Traffic Authority of New South Wales - Salaried Staff) Award.

5. This variation shall take effect on and from the first full pay period on or after 1 July 2012.

A. F. BACKMAN *J*

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Printed by the authority of the Industrial Registrar.

## CROWN EMPLOYEES (ROADS AND TRAFFIC AUTHORITY OF NEW SOUTH WALES - SALARIED STAFF) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, Industrial Organisation of Employees.

(No. IRC 411 of 2012)

Before The Honourable Justice Backman

29 June and 13 July 2012

### VARIATION

1. Delete Part B, of the award published 9 May 2008 (365 I.G. 1395) and insert in lieu thereof the following:

### PART B

**TABLE A - SALARIES**

Unified Salary Scale Grades	1.7.07 Per annum \$	1.7.08 Per annum \$	1.7.09 Per annum \$	1.7.10 Per annum \$	1.7.11 Per annum \$	1.7.12 Per annum \$
Grade 1	28,908	30,064	31,267	32,518	33,331	34,164
	31,706	32,974	34,293	35,665	36,557	37,471
	36,249	37,699	39,207	40,775	41,794	42,839
Grade 2	38,230	39,759	41,349	43,003	44,078	45,180
	39,964	41,563	43,226	44,955	46,079	47,231
	41,452	43,110	44,834	46,627	47,793	48,988
Grade 3	44,013	45,774	47,605	49,509	50,747	52,016
	46,076	47,919	49,836	51,829	53,125	54,453
	48,223	50,152	52,158	54,244	55,600	56,990
Grade 4	49,694	51,682	53,749	55,899	57,296	58,728
	51,642	53,708	55,856	58,090	59,542	61,031
	53,674	55,821	58,054	60,376	61,885	63,432
Grade 5	55,518	57,739	60,049	62,451	64,012	65,612
	57,313	59,606	61,990	64,470	66,082	67,734
	58,346	60,680	63,107	65,631	67,272	68,954
Grade 6	59,626	62,011	64,491	67,071	68,748	70,467
	61,436	63,893	66,449	69,107	70,835	72,606
	63,447	65,985	68,624	71,369	73,153	74,982
Grade 7	64,827	67,420	70,117	72,922	74,745	76,614
	67,115	69,800	72,592	75,496	77,383	79,318
	68,418	71,155	74,001	76,961	78,885	80,857
Grade 8	71,225	74,074	77,037	80,118	82,121	84,174
	74,117	77,082	80,165	83,372	85,456	87,592
	76,431	79,488	82,668	85,975	88,124	90,327
Grade 9	79,947	83,145	86,471	89,930	92,178	94,482
	82,244	85,534	88,955	92,513	94,826	97,197
	85,945	89,383	92,958	96,676	99,093	101,570
Grade 10	88,113	91,638	95,304	99,116	101,594	104,134
	91,589	95,253	99,063	103,026	105,602	108,242
	96,293	100,145	104,151	108,317	111,025	113,801

Grade 11	99,269	103,240	107,370	111,665	114,457	117,318
	103,591	107,735	112,044	116,526	119,439	122,425
	105,923	110,160	114,566	119,149	122,128	125,181
Grade 12	112,122	116,607	121,271	126,122	129,275	132,507
	115,395	120,011	124,811	129,803	133,048	136,374
	119,426	124,203	129,171	134,338	137,696	141,138
Grade 13	122,990	127,910	133,026	138,347	141,806	145,351
	126,177	131,224	136,473	141,932	145,480	149,117
	132,224	137,513	143,014	148,735	152,453	156,264

TABLE B

## RATES - ALLOWANCES

Item No.	Clause No.	Description	Amount			
			\$			
1	6A(1)(b)	Meal Allowance while Travelling				
		Capital Cities & High Cost Country Centres (refer to (5) below)				
		Breakfast		23.65		
		Lunch		26.55		
		Evening Meal		45.60		
		'Tier 2' Country Centres & 'Elsewhere' (refer to (5) below)				
2	6A(2)(b)	Meal Allowance on Overtime				
		Breakfast		26.45		
		Lunch		26.45		
		Evening Meal		26.45		
		3	6B(1)	Lodgings		
				Location	Per Day	Per Hour
Capital Cities	\$			\$		
Sydney	296.10			12.33		
Adelaide	270.10			11.25		
Brisbane	314.10			13.09		
Canberra	278.10			11.59		
Darwin	302.10			12.58		
Hobart	238.10			9.92		
Melbourne	286.10			11.92		
Perth	289.10	12.05				
		High Cost Country Centres (NSW)				
		Newcastle	255.60	10.65		
		Maitland	244.60	10.19		
		Wollongong	241.10	10.05		
		'Tier 2' Country Centres (NSW)				
		Bathurst	224.30	9.35		
		Broken Hill	224.30	9.35		
		Orange	224.30	9.35		
		Port Macquarie	224.30	9.35		
		Wagga Wagga	224.30	9.35		
		All other Country Centres (NSW)				
		'Elsewhere'	204.30	8.51		
4	6B(1), (2)	Incidentals allowance (all locations)		17.30 per day		
5	6C(2)(c)	Amount for incidentals deducted from actual/reasonable expenses		17.30 per week		

6	6C(2)(g)	Maximum allowance for staff separated from dependants	254.00 per week
7(a)	6C(2)(h)	Allowance for removal of furniture - value of furniture:	7,037.00
7(b)		If value above amount in 7(a), employees receive -	1,126.00
7(c)		If value below amount in 7(a), employees receive -	563.00
7(d)		If not eligible, employees shall receive -	281.00
8	6C(3)	Max purchase price of home on which reimbursement of expenses is based	520,000
9	6C(6)	Max amount of allowance with increased accom. Costs	51.00
10(a)	6C(7)	Parents to pay first	27.00 per week
10(b)		RTA pays up to a maximum of	56.00 per week
11	6D	Remote areas allowance (with dependants) - A	1806.00
		- B	2396.00
		- C	3199.00
		Remote areas allowance (without dependants) - A	1260.00
		- B	1679.00
		- C	2240.00
12(a)	6E	Fares subsidy for climatic area - actual cost less	44.55
12(b)		Or	
12(c)		Maximum amount for employee with spouse/dependants; or Maximum amount for employee without spouse/dependants	298.25 147.30
13	6H	Sydney Harbour Bridge Allowance for Works Supervisors	7750 per annum
14	8B	Maximum value of furniture and effects on which risk insurance is paid	38,000

2. This variation shall take effect on and from the first full pay period on or after 1 July 2012.

A. F. BACKMAN J

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (RURAL FIRE SERVICE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 106 of 2012)

Before The Honourable Mr Justice Staff

12 April 2012

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

## PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties to the Award
4.	Definitions
5.	Classification and Salary Rates
6.	Conditions of Employment
7.	Hours of Work
8.	Attendance and Working Arrangements
9.	Background to Work Hours Arrangements
10.	Requirement to Work Additional Hours
11.	Agreed Absences
12.	Annualised Conditions Allowance (ACA)
13.	After Hours Allowance
14.	District Support Staff/Fleet Positions and Allowances
15.	Major Incident Conditions
16.	Operations Customer Support Centre (OCSC)
17.	Staff Members who are Volunteer Members
18.	Grievance and Dispute Resolution Procedures
19.	Anti-Discrimination
20.	Area, Incidence and Duration

## PART B

## MONETARY RATES

21. Schedule A - Salary Rates - RFS Officers
22. Schedule B - Salary Rates - RFS Officers (OCSC)
23. Schedule C - Allowances

**2. Title**

- 2.1 This Award shall be known as the Crown Employees (Rural Fire Service) Award.

**3. Parties to the Award**

- 3.1 Department of Rural Fire Service and Director-General of the Department of Premier and Cabinet; and

- 3.2 Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.

#### 4. Definitions

- 4.1 "Act" means the Public Sector Employment and Management Act 2002.
- 4.2 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 4.3 "At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements can be made for the performance of the staff member's duties during the absence.
- 4.4 "Award" means an award as defined in the Industrial Relations Act 1996.
- 4.5 "Business Unit" means a section or part of the organisation that has a dedicated budget and/or corporate goals or objectives that need to be achieved as part of the overall strategic plan for the Rural Fire Service.
- 4.6 "Casual Employee" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.
- 4.7 "Conditions Award" means the Crown Employees (Conditions of Employment) 2009 Award or award replacing it.
- 4.8 "Commissioner" means the Division Head or Chief Executive Officer of the Rural Fire Service or a person authorised by the Commissioner through delegated authority.
- 4.9 "Duty Officer" means a staff member rostered for duty or operating after hours, as directed by the Commissioner (under the Rural Fires Act), to serve as coordinator of the Commissioner's emergency response organisation by receiving and passing on reports and other information, alerting reserve resources when necessary, liaising with other organisations involved in emergency response and performing normal duties as required.
- 4.10 "Incident" means an unscheduled activity such as wildfire suppression, flood or storm relief, search and rescue, cetacean rescue, accident and substance spill attendance, or as otherwise approved by the Commissioner, but does not include hazard reductions.
- 4.11 "Incident Controller" means a staff member who has been appointed by the Commissioner and is responsible for incident activities including the development and implementation of strategic decisions and approving the ordering and releasing of resources.
- 4.12 "Incident Duties" means all work involved in incidents for which there is Rural Fire Service participation from when an event is declared an incident, until it is declared over by the incident controller.
- Duties may include the initial reporting, reconnaissance, organisation of resources, control, mop up, control to completion of incident duties, and may involve office duties in the organisation and direction of the emergency response as well as work at the scene (refer to the Major Incident Conditions clause in this Award).
- 4.13 "JCC" - means the RFS Joint Consultative Committee that meets on a regular basis to formally address matters of mutual interest and concern, and encourage and facilitate workplace reform and equitable, innovative and productive workplace relations.
- 4.14 "Major Incident Conditions" means the conditions that apply in circumstances where an incident is declared by the Commissioner.

- 4.15 "Normal work", for the purposes of the Grievance and Dispute Settling Procedures in this Award, means the work carried out in accordance with the staff member's position at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.
- 4.16 "On-call (General)" means, unless already eligible for an on-call allowance under an annualised arrangement or other industrial instrument, a staff member shall be entitled to be paid an on call allowance when directed by the Rural Fire Service to be on call outside the staff member's normal working hours.
- 4.17 "On-call (Major Incident)" means the requirement for staff, as defined by this Award, to respond to the Rural Fire Service's matters while on or off duty without necessarily returning to their normal place of employment or residence, the response being necessary to assist in bringing an incident to a satisfactory conclusion.
- This requirement does not include times when such staff members are on approved annual or long service leave.
- 4.18 "SERM Act" means the State Emergency and Rescue Management Act 1989.
- 4.19 "Service" or "Rural Fire Service" or "RFS" means the Department of Rural Fire Service as defined in Schedule 1 of the Act and also referred to as the NSW Rural Fire Service.
- 4.20 "Staff" or "Staff Member" means an officer or a temporary employee (including District, Head Office, Region and Service Support Centre) as defined in the Act and, unless otherwise specified in this Award, includes both full-time and part-time staff.

### **5. Classification and Salary Rates**

- 5.1 The classification under this award is titled "RFS Officer".
- 5.2 The salary rates are set out in Part B Monetary Rates, Schedule A - Salary Rates - RFS Officers and Schedule B - Salary Rates - RFS Officers (OCSC) of this award.
- 5.3 The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.
- 5.4 In accordance with the arrangement commencing 1 July 2001, salary rates in Schedule A are inclusive of annual leave loading.
- 5.5 Senior Management positions are classified and graded as RFS Officers Level 14, Level 15 or Level 16.
- 5.6 There is no broad banding of the Senior Management Levels 14, 15 and 16.
- 5.7 Annual incremental progression within a level or broad banded levels shall be:
- 5.7.1 On the anniversary of appointment to a position; and
- 5.7.2 Subject to a satisfactory performance report by the Supervisor.

### **6. Conditions of Employment**

- 6.1 The staff members regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions are provided for under the Public Sector Employment and Management Act 2002, the Public Sector Employment and Management Regulation 2009, Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any awards replacing these awards.



- 6.2 Where there may be inconsistencies between this Award and the Crown Employees (Public Service Conditions of Employment) Award 2009, or any other public service award, agreement or industrial instrument that would otherwise cover staff of the Rural Fire Service, the arrangements in this Award shall prevail.

### **7. Hours of Work**

- 7.1 Notionally staff will work a 35-hour week worked any time from Monday to Sunday.
- 7.2 The normal working week shall be Monday to Friday with standard office hours from 9.00am to 5.00pm.
- 7.3 The bandwidth for working the 35 hours will normally be between 7.00am and 7.00pm unless otherwise agreed.
- 7.4 The Rural Fire Service shall take appropriate measures to comply with the provisions of the Industrial Relations Act 1996 which require that the ordinary hours of employment of staff shall not exceed a maximum of 35 hours per week, averaged over a 12 week period.
- 7.5 Staff members shall attend their place of employment for sufficient hours to perform their duties and to service Business Unit clients. The duties are those as defined in the approved Position Description for the job and the agreed performance management criteria for the position staff are appointed to or in which they are acting.
- 7.6 A settlement period shall be each calendar month for the purposes of the taking or accumulation of an agreed absence.
- 7.7 Local arrangements between staff and supervisors will be aimed at achieving the key result areas for each position in compliance with the Corporate Plan and the corresponding Business Plan for each Business Unit.
- 7.8 Standard hours are set and regular hours of operation as determined by the Commissioner from time to time to meet organisational requirements.
- 7.9 Overtime is all time approved or directed to be worked before 7.30am or after 6.00pm on a normal workday between Monday to Friday, or on weekends and public holidays at the direction of the Commissioner.

### **8. Attendance and Working Arrangements**

- 8.1 There are no fixed rules regarding attendance times or days and subsequently, there is no requirement upon individuals to maintain any formal record of hours worked.
- 8.2 Staff members may however choose to keep their own personal record or diary of hours worked to ensure the provisions of the Industrial Relations Act 1996 as defined in subclause 7.4 of clause 7, Hours of Work are complied with.
- 8.3 Within the parameters of this clause, staff covered by this arrangement may reach mutual agreement with their supervisor regarding hours of work.
- 8.4 Such working hours need to be sufficient to satisfy the working requirements of the Business Unit in accordance with agreed performance criteria.
- 8.5 Each Business Unit will maintain a daily register of staff attendance.
- 8.6 This register will also serve as the Monthly Leave Return required for auditing purposes to confirm attendance of staff at work.

### **9. Background to Work Hours Arrangements**

- 9.1 The arrangements set out in this clause are those that apply to all categories of staff covered by this Award unless otherwise specified by the Commissioner in accordance with subclause 7.8 of clause 7, Hours of Work.
- 9.2 The work hours scheme is based on a high level of trust and mutual respect between management and staff and is designed to build on and maximise the level of positive communication and understanding between management and staff.
- 9.3 Management and staff agree that achievement of Corporate Goals, meeting deadlines, provision of client services and completion of tasks in accordance with commitments is the business of the Rural Fire Service.
- 9.4 The work hours scheme is designed to provide a professional approach to the conduct of the Rural Fire Service as a business with a substantial volunteer base, with a balance between working life and private life for each staff member and typified by "a fair day's pay for a fair day's work".

### **10. Requirement to Work Additional Hours**

- 10.1 The Commissioner may require a staff member to perform duty beyond the hours determined under this award but only if it is reasonable for the staff member to be required to do so.
- 10.2 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.
- 10.3 In determining what is unreasonable, the following factors shall be taken into account:
- 10.3.1 the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements,
- 10.3.2 any risk to staff member health and safety,
- 10.3.3 the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services,
- 10.3.4 the notice (if any) given by the Commissioner regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
- 10.3.5 any other relevant matter.

### **11. Agreed Absences**

- 11.1 Staff members covered by this arrangement shall be entitled to one day off per calendar month every calendar year (except staff on standard hours) in recognition of the hours worked and professional commitment to the organisation.
- 11.2 The day to be absent from work shall be referred to as an "agreed absence" and shall be taken at a time that is mutually agreed between the staff member and supervisor.
- 11.3 By agreement, and at the convenience of the Rural Fire Service, more flexible arrangements in relation to agreed absences may be made between staff members and supervisors on a local basis to meet personal and business requirements.
- 11.4 To meet either unforeseen circumstances or regular deadlines such as end of financial year accounts processing, staff members and supervisors may agree that staff members may postpone an agreed absence for one or more months.

- 11.5 The taking of postponed agreed absences is a matter for local arrangement between the staff member and his or her supervisor.
- 11.6 Subject to agreement, up to 5 agreed absences may be conserved by a staff member during any one calendar year, during which time:
- 11.6.1 conserved days may be taken, subject to arrangement with the supervisor; or
- 11.6.2 up to five (5) agreed absences may be "cashed in" at the staff member's ordinary salary rate of pay.
- 11.6.3 conserved days in excess of five (5) at the end of each calendar year will be forfeited unless the Commissioner approves otherwise.

## 12. Annualised Conditions Allowance (ACA)

- 12.1 The ACA is an allowance paid in lieu of all foreseeable on-call, after hours, excess travelling time, programmed overtime, uniform/laundry and garage/carport.
- 12.2 This is an all-inclusive allowance capped at the maximum payable rate of 15% of the salary in Schedule A, Salary Rates - RFS Officers, in accordance with the Matrix below:

	Program Overtime	After Hours	Excess Travel Time	On-call	Garage/Carport	Uniform/Laundry	
Scenario 1	✓	✓	✓	✓	✓	✓	15.00%
Scenario 2	✓	✓	✓		✓	✓	14.00%
Scenario 3	✓	✓		✓	✓	✓	13.00%
Scenario 4	✓		✓	✓	✓	✓	12.00%
Scenario 5	✓		✓	✓			11.50%
Scenario 6	✓	✓			✓	✓	11.00%
Scenario 7	✓		✓		✓	✓	10.50%
Scenario 8	✓		✓			✓	10.00%
Scenario 9	✓			✓	✓	✓	9.00%
Scenario 10	✓			✓			8.50%
Scenario 11		✓	✓		✓	✓	8.00%
Scenario 12	✓				✓	✓	7.00%
Scenario 13	✓						6.50%
Scenario 14		✓			✓	✓	6.00%
Scenario 15			✓		✓	✓	5.00%

- 12.3 Where no scenario exists in the Matrix to meet the particular requirements of an eligible staff member, the next nearest percentage shall be requested with an accompanying submission with full justification, and if supported by the manager, referred to the Commissioner for due consideration.
- 12.4 The Director Membership and Strategic Services is to be informed of any such approvals.
- 12.5 The exception to subclause 12.1 of this clause is where major incident conditions are declared or where extenuating circumstances exist and are approved by the Commissioner.
- 12.6 The ACA must be applied for by a staff member and duly approved by an officer with the appropriate RFS delegation.
- 12.7 The ACA applies to a position and not to a staff member.
- 12.8 Where a staff member in receipt of the ACA is seconded or temporarily transferred to a position (or on a special project) for a period greater than 3 months and that position does not attract the ACA, they will not receive the allowance for the period they occupy the temporary position.

- 12.9 A staff member in receipt of the ACA may, on an annual basis as at 30 June, elect to opt out of the ACA and revert to the normal award provisions as they may apply.
- 12.10 The applicability of the ACA is reviewed annually as at 30 June against the functionality of the position through the ACA Review Panel.
- 12.11 The ACA Review Panel comprises representatives from the RFS and the Association and it makes recommendations to the Commissioner.
- 12.12 A staff member who does not agree with the outcome of a particular review or decision in relation to this clause may access the Service's Grievance Handling Procedures for resolution.
- 12.13 The ACA is not considered salary for superannuation and termination purposes.

### 13. After Hours Allowance

- 13.1 The After Hours Allowance is payable to staff for work undertaken outside of normal hours of duty where the staff member will be required to be available for contact and immediate response to a call and any minor follow up work that may result from a call.
- 13.2 This allowance is not payable where a staff member is eligible for an annualised allowance under clause 12, Annualised Conditions Allowance of this Award.
- 13.3 A weekly allowance as per Item 1 of Schedule C, Allowances of Part B, Monetary Rates shall be paid to cover all time outside the normal working hours that a staff member is required to be available for contact and immediate response to a call.
- 13.4 In support of payment of such an allowance, and where determined by the Commissioner, this arrangement shall include the provision of an appropriate work area to perform the functions required by the Rural Fire Service.
- 13.5 The allowance shall compensate the staff member for routine incidents and minor follow-up work that may result from a call.
- 13.6 Where a staff member is rostered on duty under this clause on a public holiday, a day in lieu will be given and is to be taken at a mutually agreeable time.
- 13.7 This allowance can be rotated to accommodate other staff members rostered on to undertake these duties as required.
- 13.8 In special circumstances, application may be made to the Commissioner for the payment of overtime over and above this allowance where extenuating circumstances can be demonstrated that would not normally be covered by the intent of this clause.

### 14. District Support Staff/Fleet Positions and Allowances

- 14.1 The Commissioner shall, on application, approve the payment of the appropriate allowances as set out in Item 2 of Schedule C, Allowances of Part B, Monetary Rates.
- 14.2 Training and Multi-skilling
- 14.2.1 Following the provision of adequate in house training, district support staff/fleet shall be required to undertake a range of basic cross-classification activities within statutory limitations.
- 14.2.2 District support staff/fleet shall be required to undertake such cross classification activities when there is insufficient work in a staff member's normal classification or where the reallocation of staff is required to meet the Rural Fire Service's exigencies.

- 14.2.3 Any district support staff/fleet undertaking cross-classification activities in terms of this subclause is required to carry out those activities in a responsible and competent manner.
- 14.3 The Rural Fire Service may enter into arrangements to engage Apprentices.
- 14.4 The District Staff (Fleet) Allowances in Item 2 of Schedule C, Allowances of Part B, Monetary Rates of this award are increased in accordance with the relevant tool allowances in the Crown Employees (Skilled Trades) Award as varied from time to time, and the Crown Employees Wages Staff (Rates of Pay) Award 2008 or any replacement award for the electrical trades.

### **15. Major Incident Conditions**

- 15.1 The following conditions apply in circumstances where an incident is declared and/or approved by the Commissioner or State of Emergency as declared under the SERM Act until such time as the declaration of the incident is lifted.
- 15.2 Conditions
- 15.2.1 For the purpose of calculating payment for incident duty, the salary rate shall be the staff member's substantive salary rate in Schedule A or Schedule B of Part B, Monetary Rates.
- 15.2.2 Call out to attend an incident will be paid in accordance with the provisions of this Award.
- 15.2.3 All travel to and from an incident will be paid as if part of the incident.
- 15.2.4 Start and finish times:
- 15.2.4.1 On a normal rostered day on, start will be from normal workplace and finish will be on return to normal workplace, plus 30 minutes.
- 15.2.4.2 On a rostered day off, start will be on leaving place of abode and finish will be on return to place of abode, plus 30 minutes.
- 15.2.4.3 Where it is not possible to return to place of abode or normal workplace, start will be on leaving accommodation and finish will be at the time of the call and finishing time will be on return to accommodation, plus 30 minutes.
- 15.2.5 A normal shift is 7 hours, but staff members may be required to work up to a maximum of 12 hours. However, the initial shift following the declaration of an incident may extend to a maximum of 16 hours within the 24-hour period.
- 15.2.6 The intention of this Award is to allow flexibility in exceptional circumstances; e.g., new crews arriving late, unforeseeable worsening of the incident.
- 15.2.7 A minimum 10-hour break, not including travelling time, must be taken between shifts.
- 15.2.8 After completion of 3 consecutive shifts on incident duties a 24-hour break, with payment at single time rates, shall be provided before continuing with incident duties. The 24-hour break is to be extended to 5 shifts for staff members carrying out support functions (i.e., Catering Teams, Administration Assistance).
- 15.2.9 It is the responsibility of the Incident Controller or nominee to ensure that reasonable shift and rest periods are adhered to.
- 15.2.10 If a staff member is away from their own place of work for the purposes of attending an incident, and are not required to work and it is not possible to return to their home, seven hours normal pay will be paid per day until they return home or to their usual place of work, whichever is the sooner.

- 15.2.11 Staff members required to work on their allocated agreed absence will be allowed to bank the day off to be cashed in or taken at a later date in accordance with the work hours arrangements in this Award.
- 15.2.12 Staff members directed to return from annual leave to attend an incident will be compensated for pre-paid accommodation and return travel from their leave destination to home at either first class rail travel or economy air travel rate for themselves and any dependents or at official business rate if a private vehicle is used.
- 15.2.13 Staff members will be further compensated by single hourly rate for all hours travelled. Such staff members will have the same option as staff members called from an agreed absence day off.
- 15.2.14 No staff member shall have time deducted from pay for meal breaks unless they are actually relieved of incident duties for the period of the break and clean-up time, e.g., 30-45 minutes. Where meals are provided to a staff member on the ground and eaten in conjunction with incident duties, no deduction will be made from pay.

### 15.3 Payment Associated With Incidents

#### 15.3.1 Shift Loadings:

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

Day	at or after 6am and before 10am	Nil
Afternoon	at or after 10am and before 1pm	10%
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%

- 15.3.2 The loadings specified in this subclause shall only apply to shifts worked from Monday to Friday.

#### 15.3.3 Weekends and Public Holidays:

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

#### 15.3.4 Saturday Shifts:

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

#### 15.3.5 Sunday Shifts:

Shift workers working on an ordinary rostered shift between midnight on Saturday and midnight on Sunday, which is not a public holiday, shall be paid for such shifts at ordinary time and three quarters.

#### 15.3.6 Public Holidays:

For shift workers working on a Public Holiday, the following shall apply:

- 15.3.6.1 Where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked.

- 15.3.6.2 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;
- 15.3.6.3 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;
- 15.3.7 These allowances shall not apply to any overtime worked.
- 15.3.8 Staff in receipt of an ACA shall have access to overtime in accordance with the provisions of this clause at the rate of salary in Schedule A, Salary Rates - RFS Officers.
- 15.4 Family
- 15.4.1 The Rural Fire Service will compensate staff members for additional dependent care expenses (receipts must be provided) relating to time worked during the incident.
- 15.4.2 This must be arranged with the Incident Controller as soon as practical and each case will be assessed by the Incident Controller and approved by the Commissioner.
- 15.5 Provision of Meals and Accommodation whilst Working on Incident
- 15.5.1 The Rural Fire Service will generally provide meals, including breakfast, lunch and dinner, and provide supper for staff members working night shift.
- 15.5.2 If no meal is supplied, a payment of an amount per meal as set out in the Crown Conditions Award shall be made.
- 15.5.3 Wherever possible, staff members will be allowed to return home or the Rural Fire Service will provide suitable accommodation.
- 15.5.4 Where returning home or to other accommodation is not possible or practical and the staff members are required to camp, they will be paid the appropriate allowance as set out in the Conditions Award.
- 15.6 "On call"
- 15.6.1 "On call" means the requirement for staff, as defined by this Award, to respond to the Rural Fire Service's matters while on or off duty without necessarily returning to their normal place of employment or residence, the response being necessary to assist in bringing an incident to a satisfactory conclusion.
- 15.6.2 This requirement does not include times when such staff are on approved annual or long service leave.

### **16. Operations Customer Support Centre (Ocsc)**

- 16.1 The shift work provisions of the Conditions Award shall apply unless otherwise specified in this clause.
- 16.2 Roster Details
- 16.2.1 The OCSC will operate on a 24 hour per day, 7 days per week basis across the whole year.
- 16.2.2 Roster arrangements shall be outlined in advance for staff.
- 16.2.3 The rotating roster covers a 12 week period and staff will be rostered an equitable allocation of shifts across the period and therefore across a full year.

## 16.3 Time Span of Each Shift

16.3.1 The two shift rosters operating each day for staff will be:

(i) Day Shift 6am (06:00) to 6pm (18:00)

(ii) Night Shift 6pm (18:00) to 6am (06:00)

Swing Shift Rostered as required

16.3.2 Staff members will be rostered to undertake 35 x 12-hour shifts per 12 weeks for a total of 420 ordinary hours.

## 16.4 Swing Shift

16.4.1 A "swing shift" (SS) will be allocated where the need arises to cover busy periods.

16.4.2 The Swing Shift may be staffed by an RFS staff member or by agency staff member through an employment agency with suitable staff.

## 16.5 Staffing

16.5.1 Each shift will consist of an RFS Officer (OCSC Senior Operator) Level B and an RFS Officer (OCSC Operator) Level A.

## 16.6 Averaging-Out Shift Penalties (ASP)

16.6.1 The shift penalties applicable have been 'Averaged-Out' for all OCSC staff - abbreviated to the "ASP".

16.6.2 The ASP allows OCSC staff members to receive a consistent fortnightly salary payment, which removes the need for frequent salary adjustment due to rotating shift arrangements.

16.6.3 The calculation of the ASP based on the 12-week roster is as follows:

Shifts	Type of Shift	Hours	Total	Loading		Total	
12	Mon to Fri - Day	12:00	144:00	0%	0	144:00	
11	Mon to Fri - Night	12:00	132:00	15%	19.80	151.80	
	Mon to Fri Total						295:80
6	Saturday Total	12:00	72:00	50%	36:00	108:00	
6	Sunday Total	12:00	72:00	75%	54.00	126.00	
	Sat and Sun Total						234:00
	Total Hours Paid						529:80

529:80 paid hours divided by 420 ordinary hours = 1.2614

To express 1.26 as a percentage: (1.2614 x 100%) = 126.14%

Therefore ASP = 26.14%

16.6.4 The ASP is paid for all normal rostered work undertaken plus during periods of annual leave, sick leave, family and community leave, special leave and study leave.

16.6.5 The ASP will not compensate for Public Holidays, overtime worked and during periods of extended leave, parental leave and military leave.

16.6.6 Public Holidays and overtime will be paid at the appropriate Award rate.



16.7 Shiftwork Rostering and Administration

- 16.7.1 In compliance with the staffing requirement of this clause, a minimum of two (2) people is required on every shift.
- 16.7.2 Shift rosters will be developed to ensure the equitable allocation of shifts to all OCSC staff wherever possible across the whole twelve (12) week period.
- 16.7.3 Formal handovers will occur towards the end of the twelve (12) hour shift by the Senior OCSC Operator through the completion in writing of the appropriate pro forma documentation currently used in the OCSC.
- 16.7.4 Extra shifts will be filled using the swing shift facility. RFS may use existing staff on overtime or temporary agency staff on contract to staff the swing shifts as required.
- 16.7.5 Staff meetings and announcements shall be through e-mail which has proved to be the most efficient and equitable way to communicate with staff to date.
- 16.7.6 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify the supervisor as soon as possible of the staff member's absence and the reason for the absence. Wherever possible, staff shall preferably provide a minimum of 24 hours notice.
- 16.7.7 Where a staff member stays back to cover the late arrival of another staff member, the extra hours past the twelve (12) hour shift shall be calculated at applicable overtime rates. Staff members shall not be expected to work more than four (4) extra hours.
- 16.7.8 Payment for overtime shall be made only where the staff member works approved or directed overtime.
- 16.7.9 Staff who wish to change an allocated shift on the roster can do so through mutual agreement with another staff member but must formally notify their manager of such a change as soon as this is agreed in writing.
- 16.7.10 The Rural Fire Service will maintain its ongoing support to flexible work practices to assist staff meet their family and community service commitments on a case-by-case basis.

16.8 Other Leave Entitlements

16.8.1 With the operation of a twelve (12) hour shift all leave taken will be calculated on an hourly basis as demonstrated below with the sick leave comparison:

Sick leave for non-shift workers			Sick leave for 12 hr OCSC shift workers			
	Accrual	Debit		Accrual		Debit
Full Day	7:00 hrs	7:00 hrs	Full Day	7:00 hrs	Full Shift	12:00 hrs
½ Day	3:30 hrs	3:30 hrs	½ Day	3:30 hrs	½ Shift	6:00 hrs
¼ Day	1:75 hrs	1:75 hrs	¼ Day	1:75 hrs	¼ Shift	3:00 hrs
Sick Leave Entitlement is 15 days			Sick Leave Entitlement is 105 hours			

15 days at 7 hours = Total converted entitlement of 105 hours.

16.8.2 The same conversions apply to other leave such as annual leave:

20 days at 7 hours = Total converted entitlement of 140 hours.

## 16.9 Meal Breaks

- 16.9.1 The shift roster provides for a one-hour paid crib break during a twelve (12) hour shift taken in two 30 minute allocations.
- 16.9.2 Where a staff member works an additional shift as approved or directed overtime, the paid crib breaks as per 16.9.1 shall also apply.
- 16.9.3 No staff member shall be required to work more than five (5) consecutive hours without a meal break.
- 16.9.4 OCSC Staff members may take a 10-minute tea 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.

## 16.10 Opportunities for Training and Personal Development

- 16.10.1 The twelve-week shift roster provides for operational training to be undertaken during normal shift hours Monday to Friday in keeping with current practice.

## 16.11 Annual Leave and Annual Leave Loading

- 16.11.1 OCSC staff will be entitled to 4 weeks annual leave (converted to 140 hours), which includes four weekends or rest days.
- 16.11.2 Payment for leave loading is replaced by the ASP which attracts a higher remuneration level.

## 16.12 Salary Rates and Classification

- 16.12.1 The salary rates in Part B Monetary Rates, Schedule B, RFS Officers (OCSC) of this award apply to OCSC staff members.

### 17. Staff Members who are Volunteer Members

## 17.1 General

- 17.1.1 Staff members who are volunteer members of, but not limited to:

NSW Rural Fire Service;

Bushwalkers' Federation;

Cave Rescue Association;

State Emergency Service;

Royal Volunteer Coastal Patrol;

Volunteer Rescue Association of NSW (or affiliated groups); or

Wireless Institute Civil Emergency Network;

Australian Volunteer Coast Guard Association.

May be granted special leave of up to 5 days in any period of 12 months for the purpose of assisting as volunteers in one of the above-mentioned organisations.

17.1.2 However, this situation does not cover declared emergencies as described in subclause 17.2, Declared Emergencies of this clause.

17.1.3 A staff member who is a volunteer as described in this clause requires the permission of their supervisor, or have pre approval, prior to attending any such volunteer activities.

17.1.4 A supervisor may only approve of a volunteer attending a callout if it will have minimal affect on the normal routine of the office.

## 17.2 Declared Emergencies

17.2.1 If a situation arises requiring an incident response, or an incident is declared under section 44 of the Rural Fires Act 1997 or a State of Emergency is declared under the SERM Act, staff who volunteer to assist are granted special leave with no limit.

17.2.2 Leave granted under paragraph 17.2.1 is in addition to any leave granted in paragraph 17.1.1 of this clause.

17.2.3 Volunteers may attend subject to the provisions of this clause.

## 17.3 Proof of Attendance at Emergencies

17.3.1 An application for leave must be accompanied by a statement from the Incident Controller, the Local or Divisional Controller, or the Police, certifying the times of attendance.

17.3.2 The leave application should indicate the period and area of attendance together with the name of the organisation to which the volunteer member belongs.

## 17.4 Rest Periods

17.4.1 If a volunteer staff member remains on emergency duty for several days, the Commissioner may grant special leave to allow reasonable time for recovery before returning to duty.

17.4.2 If a volunteer staff member assists in a rescue or major incident at a time such that it would be unreasonable to expect them to report for duty at the normal time, the Commissioner may grant up to 1 day special leave for rest.

17.4.3 In the emergency referred to in the preceding two paragraphs is not a declared emergency, the leave granted is included in the general 5 day annual limit prescribed in subclause 17.1, General of this clause.

## 17.5 Bush Fire Fighting Training Courses

17.5.1 Rural Fire Service volunteers nominated to attend courses approved by the Rural Fire Service or by organisations recognised by the Rural Fire Service are to be granted the necessary special leave to attend, up to a maximum of 10 working days in any period of 12 months.

17.5.2 Approval of leave is subject to the Rural Fire Service's convenience and written confirmation of attendance.

## 17.6 State Emergency Service Courses

17.6.1 If the Director-General of State Emergency Service considers it essential that an SES volunteer staff member attend a course of training or lectures, the Commissioner should make every effort to release the staff member from duty. If the staff member is so released, the necessary absence from work is regarded as being on duty.

17.6.2 The Director-General of the State Emergency Service may nominate SES volunteer staff members for attendance at courses of training or lectures when their attendance is not regarded as

essential. In these circumstances special leave may be granted for the time staff members are absent from duty.

17.6.3 A certificate of attendance is not necessary. The State Emergency Service will advise the Rural Fire Service whether attendance is required and any non-attendance will be reported to the Rural Fire Service.

#### 17.7 Other Courses with Volunteer Groups as Listed Above

17.7.1 The Commissioner may grant special leave to attend training courses for any other approved voluntary group as listed above.

### **18. Grievance and Dispute Resolution 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 Rural Fire Service, if required.
- 18.2 A staff member is required to notify in writing their immediate Supervisor (unless the grievance is with an immediate Supervisor in which case the notification may be made to the next level of management) as to the substance of the grievance, dispute or difficulty, requesting 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 staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Commissioner or delegate.
- 18.4 The immediate Supervisor or other appropriate officer shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 18.5 If the matter remains unresolved with the immediate Supervisor, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter.
- 18.6 The person at the next level of management shall respond within two (2) working days, or as soon as practicable.
- 18.7 The staff member may pursue this sequence of reference to successive levels of management until the matter is referred to the Commissioner.
- 18.8 The Commissioner may refer the matter to the Director-General of the Department of Premier and Cabinet for consideration.
- 18.9 Either party may request a mutually agreed mediator to assist in the resolution of the matter.
- 18.10 If the matter remains unresolved, the Commissioner 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.
- 18.11 A staff member, at any stage, may request to be represented by their Association or agent.
- 18.12 The staff member or the Association or agent on their behalf or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 18.13 The staff member, Association, Agent, Rural Fire Service and director-General of the Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- 18.14 Whilst the procedures outlined in subclauses 18.1 to 18.12 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.
- 18.15 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.

### **19. Anti-Discrimination**

- 19.1 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.
- 19.2 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.
- 19.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise a staff member because the staff member has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 19.4 Nothing in this clause is to be taken to affect:
- 19.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
  - 19.4.2 offering or providing junior rates of pay to persons under 21 years of age;
  - 19.4.3 any act or practice of a body established to propagate religion, which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - 19.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 19.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 19.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.
  - 19.5.2 Section 56(d) of the Ant-Discrimination Act 1977 provides:  

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

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

- 20.1 This award shall apply to officers, Departmental temporary employees and Casual employees as defined in the Public Sector Employment and Management Act, 2002 employed in the NSW Rural Fire Service listed in Schedule 1, Part 1, to the Public Sector Employment and Management Act, 2002.
- 20.2 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect from 12 April 2012.

- 20.3 Changes made to this award subsequent to it first being published on 26 February 2010 (369 I.G. 1317) have been incorporated into this award as part of the review.
- 20.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

#### 21. Schedule a- Salary Rates - Rfs Officers

21.1 These rates are inclusive of Annual Leave Loading.

Classification and Grades	1.7.11 \$ Per annum +2.5%
RFS Officer Level 1	
Year 1	31,616
Year 2	38,236
Year 3	41,211
Year 4	42,339
Year 5	44,127
Year 6	44,927
Year 7	46,040
Year 8	47,746
Year 9	49,473
Year 10	51,299
RFS Officer Level 2	
Year 1	54,127
Year 2	55,718
RFS Officer Level 3	
Year 1	57,271
Year 2	58,842
RFS Officer Level 4	
Year 1	60,511
Year 2	62,336
RFS Officer Level 5	
Year 1	64,282
Year 2	66,257
RFS Officer Level 6	
Year 1	71,429
Year 2	73,684
RFS Officer Level 7	
Year 1	76,571
Year 2	78,816
RFS Officer Level 8	
Year 1	81,178
Year 2	83,607
RFS Officer Level 9	
Year 1	87,089
Year 2	89,856
RFS Officer Level 10	
Year 1	92,535
Year 2	95,138
RFS Officer Level 11	
Year 1	99,022

Year 2	101,971
RFS Officer Level 12	
Year 1	107,024
Year 2	111,567
RFS Officer Level 13	
Year 1	118,554
Year 2	123,775
RFS Officer Level 14	
Year 1	138,497
Year 2	149,234
RFS Officer Level 15	
Year 1	151,756
Year 2	162,455
RFS Officer Level 16	
Year 1	167,894
Year 2	184,296

## 22. Schedule B - Salary Rates - Rfs Officers (Ocsc)

22.1 These rates are NOT inclusive of Annual Leave Loading.

Classification	Progression	1st pay period on or after 1 July 2011 \$
RFS Officer Level A (OCSC Operator)	Year 1	35,345
	Year 2	37,729
	Year 3	40,662
	Year 4	41,771
	Year 5	43,539
	Year 6	44,329
	Year 7	45,428
	Year 8	47,108
	Year 9	48,816
	Year 10	50,619
RFS Officer Level B (OCSC Senior Operator)	Year 1	53,407
	Year 2	54,977
	Year 3	56,509
	Year 4	58,060

**23. Schedule C - Allowances**

Item No.	Clause No.	Allowances	Per Week 1.7.11 \$		
1	13	After Hours Allowance	250.00		
2	14	District Staff (Fleet) Allowances			
		Body Maker	26.20		
		Motor Mechanic	26.20		
		Electrical Mechanic	16.87		

C.G. STAFF *J*

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## **CROWN EMPLOYEES (SCHOOL ADMINISTRATIVE AND SUPPORT STAFF, GENERAL ASSISTANTS IN SCHOOLS) STANDDOWN AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 127 of 2012)

Before The Honourable Mr Justice Staff

20 April 2012

### **REVIEWED AWARD**

#### **1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Anti-Discrimination
4.	Payment During School Vacations
5.	Area, Incidence and Duration

#### **2. Definitions**

- 2.1 "Employee" means and includes persons employed as School Administrative and Support Staff under section 21 of the *Education (School Administrative and Support Staff) Act 1987* and persons employed as General Assistants under section 27 of the *Public Sector Employment and Management Act 2002*.
- 2.2 "School Administrative and Support Staff" means and includes persons employed as Aboriginal Education Officers, School Administrative Officers, School Administrative Managers, School Learning Support Officers (Pre-School), School Learning Support Officers, School Learning Support Officers (Braille Transcriber), School Learning Support Officers (Sign Interpreter) and School Learning Support Officers (Ethnic).
- 2.3 "Parties" means the New South Wales Department of Education and Communities and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

#### **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 Relation 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 procedure prescribed by the Crown Employees (School Administrative and Support Staff) Award or the Crown Employees (General Assistants in Schools - Department of Education and Communities) 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 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. Payment During School Vacations**

- 4.1 When schools are in recess and employees are not required to work they shall be paid half ordinary pay for the period of recess provided that they are continuously employed for the full school term immediately preceding and for the full school term immediately following the recess.

Provided that where an employee takes leave without pay, in accordance with the Crown Employees (School Administrative and Support Staff) Award exceeding five continuous days in a school term, the period of the school vacation next following such leave for which payment is made pursuant to this clause shall be reduced proportionately. A period of leave without pay of five continuous days or less shall not lead to a reduction in award entitlement.

- 4.2 Subclause 4.1 shall not apply in the first four weeks of the summer vacation whether or not the employee is receiving payment for recreation leave pursuant to the Crown Employees (School Administrative and Support Staff) Award or when the employee is being paid for a public holiday.

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

- 5.1 This award shall apply to all employees as defined in clause 2, Definitions above.
- 5.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 April 2012.
- 5.3 Changes made to this award subsequent to it first being published on 28 September 2007 (363 I.G. 750) have been incorporated into this award as part of the review.
- 5.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF J

**CROWN EMPLOYEES (SENIOR ASSISTANT SUPERINTENDENTS  
AND ASSISTANT SUPERINTENDENTS, DEPARTMENT OF  
ATTORNEY GENERAL AND 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*.

(No. IRC 107 of 2012)

Before The Honourable Mr Justice Staff

13 April 2012

**REVIEWED AWARD**

**PART A**

**1. Arrangement**

Clause No.      Subject Matter

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. Higher Duties
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 Attorney General 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 *Public Sector Employment and Management Act 2002*.

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

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

"Award" means this Award.

"Division Head" means the Director-General of the Department of Attorney General 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 Attorney General and Justice, as specified in Schedule 1 of the Act.

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

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

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

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

"Officer" means and includes all persons (as defined by the Act), permanently or temporarily appointed to a position 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 positions 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 position 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 position of Regional Business Manager within Corrective Services Industries.

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

"Senior Assistant Superintendent" means a commissioned officer occupying a position 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 officer's 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 2008) 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 3 of the Act.
- 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. Higher Duties**

- 15.1 Subject to this clause, an officer who is required to perform duties in a higher position 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 position) 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 higher duties allowance 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 position under the Crown Employees (General Managers, Superintendents, Managers Security and Deputy Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009 shall be paid a higher duties allowance to the higher position 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 CSNSW's Guide to Conduct and Ethics in the performance of their duties. All officers shall be professional in their conduct with the public, other staff and inmates.
- 18.3 Dress Policy: Officers shall comply with the requirements of CSNSW's Dress Policy, 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 Policy.
- 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 victimize 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 Regulation.
- 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 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.

- 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 It is a condition of this Award that the Association undertakes for the duration of the life of this Award not to pursue any extra claims, award or over award, with respect to the officers covered by this Award.

## **27. Savings of Rights**

27.1. Should there be a variation to the Crown Employees (Public Sector Salaries - 2008) 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 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 April 2012.

- 29.3 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 2011 \$
Senior Assistant Superintendent 7 day or any 5/7 days	106,655
Assistant Superintendent 7 day or any 5/7 days	99,833
Senior Assistant Superintendent 5 day	100,820
Assistant Superintendent 5 day	93,998

#### 1.2 Remuneration: Commissioned Industries Officers

Title	Annualised Salary first full pay period on or after 1 July 2011 \$	
<b>Regional Business</b>	Yr 1	113,265
Manager	Yr 2	116,176
5 day	Yr 3	121,163
	Yr 4	126,640
Operations Manager	120,533	
Manager of Industries Level 1 - 5 day	111,219	
Manager of Industries Level 2 - Any 5 of 7 days	111,686	
Manager Centre Services & Employment Manager of Industries level 2 5 day	105,849	
Manager Business Unit any 5/7days	106,655	
Manager Business Unit 5 day	100,820	

- 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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C. G. STAFF J.

## **CROWN EMPLOYEES (TECHNICAL OFFICERS - TREASURY) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 224 of 2012)

Before The Honourable Mr Justice Staff

13 April 2012

### **REVIEWED AWARD**

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation
5.	Dispute Resolution Procedure
6.	Anti-Discrimination
7.	Area, Incidence and Duration

#### PART B

#### MONETARY RATES

Table 1 - Salaries

### **PART A**

#### **1. Title**

This award shall be known as the Crown Employees (Technical Officers - Treasury) Award.

#### **2. Definitions**

"Act" shall mean the *Public Sector Employment and Management Act 2002*.

"Award" shall mean the Crown Employees (Technical Officers - Treasury) Award

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

"Officer" means and includes all persons permanently or temporarily employed under the provisions of the *Public Sector Employment and Management Act 2002*, or other appropriate Acts, and who, as at the operative date of this award, were occupying one of the positions covered by this award or who, after that date, are appointed to or employed in one such position.

"Director-General, Department of Premier and Cabinet is as defined under the *Public Sector Employment and Management Act 2002*."

"Treasury", "Office of Financial Management" or "OFM" refers to the Office of Financial Management, New South Wales Treasury.

### **3. Salaries**

- (i) All officers shall be paid in accordance with the salary structure set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Work value alone is not sufficient to have a position classified and graded as a Grade 1 or Grade 2 Technical Officer - Treasury. Other factors must also be satisfied such as skill shortage, specialist skills and use on the job of higher level competencies.
- (iii) Pay movements within each grade will be based on a pre-defined matrix comprised of competency, performance, market relationship and degree of speciality.
- (iv) Progression is not incremental in nature.

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

- (i) An employee may elect, subject to the agreement of Treasury, to enter into a Salary Packaging Arrangement in accordance with the provisions of Clause 5 of the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement Award.
- (ii) Further to the salary packaging outlined in Premiers Department Circular No.2007-11 Salary Packaging for Non-SES Employees, the Director-General, Department of Premier and Cabinet has approved salary packaging of the private use component of motor vehicles subject to the benefit's monetary value being determined in accordance with the methodology applicable to Senior Executive Service officers under the *Public Sector Employment and Management Act 2002*.

### **5. Dispute Resolution Procedure**

- (i) All disputes or difficulties relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within Treasury, if required.
- (ii) An officer is required to notify (in writing or otherwise) their Director as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act 1977) that makes it impractical for the staff member to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the appropriate Division Head or Delegate.
- (iv) The Director shall convene a meeting in order to resolve the grievance, dispute or difficulty within two days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the Director, the officer may request to meet the appropriate Executive Director in order to resolve the matter. This manager shall respond within 2 days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the member of staff until the matter is referred to the Secretary, NSW Treasury.
- (vi) The Secretary, NSW Treasury may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- (vii) In the event that the matter remains unresolved, the Secretary, NSW Treasury shall provide a written response to the member of staff and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.



- (viii) An officer may request to be represented by an Association representative.
- (ix) The officer or Association on their behalf, or the Secretary, NSW Treasury may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (x) The officer, Association, Treasury and the Director-General, Department of Premier and Cabinet shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the grievance, dispute or difficulty.
- (xi) Whilst the procedures are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or in the case of a dispute involving Occupational Health and Safety. If practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any officer or member of the public.

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

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

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

- (i) This Award shall apply to all staff employed as Technical Officers in the Office of Financial Management, New South Wales Treasury.

- (ii) Technical Officers are entitled to the conditions of employment provided by this Award, the *Public Sector Employment and Management Act 2002*, and the Public Sector Management (General) Regulation 2009. The provisions of the Crown Employees (Public Service Conditions of Employment) 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any replacement award, also apply to officers covered by this Award, except where specifically varied by this Award.
- (iii) The salaries rates in Table 1 - Salaries, of Part B, Monetary Rates, are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and any variation or replacement Award.
- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 April 2012.
- (v) Changes made to this award subsequent to it first being published on 26 October 2007 (364 I.G. 39) have been incorporated into this award as part of the review.
- (vi) The award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

Technical Officers - Treasury		
Classification and Grades	Effective from first full pay period after 1.7.10 Per annum  \$	Effective from first full pay period after 1.7.11 Per annum 2.5% \$
Technical Officers - Treasury Grade 1	126,459	129,620
	132,097	135,399
	137,919	141,367
	143,654	147,245
Technical Officers - Treasury Grade 2	145,990	149,640
	151,817	155,612

C. G. STAFF J.

**CROWN EMPLOYEES (TIPSTAVES TO JUSTICES) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 112 of 2012)

Before The Honourable Mr Justice Staff

27 April 2012

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

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

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

Table 1

Appendix A

Appendix B

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

This award shall be known as Crown Employees (Tipstaves to Justices) Award 2007.

## 2. Definitions

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

## 3. Salaries

The rates of pay of employees shall be as set out in Table 1 of Part B, Monetary Rates.

## 4. Recreation Leave

### 4.1 Accrual and Calculation of Leave -

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

### 4.2 Taking of Leave -

- (a) Recreation leave is to be taken in one consecutive period not later than six months after the completion of each 12 months service, except where the employer and employee agree otherwise.
- (b) An employee may be required by the employer to take accrued recreation leave at a time convenient to the employer but, as far as practicable, the wishes of the employee should be taken into account when fixing the time for the taking of leave, particularly where employees have special needs due to family responsibilities. For example, where employees have school aged children, leave rosters should be arranged in such a way as to allow each person to take leave at some time during school holidays.

#### 4.3 Conservation of Leave -

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

#### 4.4 Law Vacation -

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

#### 4.5 Payment on Termination of Employment -

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

#### 4.6 Payment of Monetary Value of Accrued Recreation Leave On Death -

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

## 4.7 Recreation Leave Loading -

- (a) Employees are to be granted a recreation leave loading equivalent to 17.5 per cent of four weeks' ordinary salary or wages, provided that the loading payable does not, in any case, exceed the loading calculated in accordance with the foregoing on the maximum salary applicable from time to time to Grade 12, Clerk under the Public Sector Employment and Management Act 2002.
- (b) There shall be a leave loading year ending 30 November, in every year. The full entitlement to the loading on recreation leave that the employee has accrued over the previous leave year is to be paid to the employee on the first occasion when he or she takes sufficient recreation leave to enable the employee to be absent from duty for at least two consecutive weeks after 1 December in any year. The loading will apply only to leave accrued in the year ending on the preceding 30 November.
- (c) Leave and salary records need to be endorsed to indicate that the leave loading for the previous leave loading year has been paid.
- (d) In the event of no such absence occurring by 30 November of the following year, the employee is to be paid the monetary value of the recreation leave loading payable on leave accrued as at 30 November of the previous leave year, notwithstanding that the employee has not entered on leave. Leave and salary records need to be endorsed to indicate that the payment has been made.
- (e) On retirement or termination of services by the employer for any reason other than misconduct an employee, who has not already taken a period of recreation leave since the preceding 1 December and who has not been paid the recreation leave loading in respect of such leave, is to be paid the recreation leave loading which would have been payable had such leave been taken.
- (f) The recreation leave loading is not to be paid when an employee is granted recreation leave to credit or the monetary value of recreation leave to credit on resignation or dismissal for misconduct.
- (g) Broken service during the year does not attract the recreation leave loading. If an employee resigns and is subsequently re-employed during the same year, only the service from the date of re-employment is to be taken into account for annual leave loading purposes.
- (h) Rate of Payment -
  - (1) The recreation leave loading is to be calculated on the salary or wage rate paid for the leave when taken.
  - (2) If an increase in the salary or wage rate occurs during a period of leave, retrospective adjustment of the recreation leave loading is to be made. Where payment is made as at 30 November, because no period of two weeks' leave has been taken during the year, the payment is to be calculated at the rate which would have been paid had the leave been taken at 30 November.
  - (3) Provided adequate notice is given, the recreation leave loading is to be paid prior to entry on leave, generally at the same time as the salary or wages in respect of the period of leave.
  - (4) The recreation leave loading may be calculated in the following manner:
    - (i) Annual Salaries; loading on 4 weeks leave; divide the annual salary by 74.54.
    - (ii) Weekly Rates; loading on 4 weeks leave; divide the weekly rate by 1.4286.

## 5. Purchased Leave

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

## 6. Extended Leave

- 6.1 Employees are entitled to extended leave in accordance with Schedule 3, Extended Leave Entitlements for officers and temporary employees in the Public Service, of the Public Sector Employment and Management Act 2002.
- 6.2 Employees who are required to take leave without pay as a result of the law vacation shall have such periods counted as service for the purposes of extended leave.

## 7. Sick Leave

- 7.1 Accrual of Leave -
- (a) Subject to the conditions set out in this clause, an employee with not less than three months' continuous service may be granted sick leave up to a maximum of ten working days in each sick

leave year in respect of absence from duty, provided the employer is satisfied that such absence is due to illness or incapacity not attributable to the employee's misconduct.

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

7.2 Special Leave for Accepted War-Caused Disabilities - After a continuous period of at least three months' service as a Ministerial employee, an employee who has had a period of service with the armed forces of Australia, is eligible to be granted up to ten days' special sick leave on full pay in any sick leave year in addition to his or her ordinary sick leave, if he or she is absent as a result of an accepted war-caused disability. Absences from duty for the following reasons are also to be debited against the special sick leave:

- (a) attending hospital or medical officer for pension review;



- (b) attending hospital to report or for periodical examination or attention; and;
  - (c) attending Limb Factories for supply, renewal and or repair of artificial replacements or surgical appliances.
- 7.3 When an employee exhausts the special sick leave allocation in a leave year, any further absences in that year on account of war-caused disabilities, are to be charged against ordinary sick leave to credit.
- 7.4 Notification of Absence - If an employee is to be absent from duty because of illness or other emergency, the employee shall notify or arrange for another person to notify the supervisor as soon as possible of the employee's absence and the reason for the absence.
- 7.5 Leave Pending Determination of Claims for Workers Compensation -
- (a) Pending the determination of a claim for workers compensation, an employee may be granted sick leave to credit. If subsequently, payment of workers' compensation is approved, any sick leave granted in anticipation of workers' compensation is to be restored to the employee's credit.
  - (b) When an employee who has been absent from duty in excess of 26 weeks, is granted the statutory rate under workers' compensation, he or she may utilise available sick leave to make up the difference between the statutory rate and ordinary rate of weekly salary or wage. On the expiration of available sick leave, weekly compensation payments only will be payable.
- 7.6 Leave as a Charge Against Accrued Recreation Leave, Long Service Leave or Leave Without Pay.
- An employee who has exhausted sick leave to credit and is still unable to resume duty through illness or incapacity, may elect to utilise any recreation, long service leave to credit or sick leave without pay, provided the absence continues to be supported by acceptable medical certificates.
- 7.7 Illness whilst on Recreation or Long Service Leave -
- (a) Where an employee produces a satisfactory medical certificate to the effect that he or she has been incapacitated for any period whilst on recreation leave or for a week or more whilst on long service leave, the employee may be granted sick leave to credit in respect of the period covered by the medical certificate. Recreation or long service leave replaced by the grant of sick leave is to be re credited to the employee.
  - (b) The granting of sick leave shall not apply in respect of recreation or long service leave being taken prior to resignation or termination of services.
- 7.8 Medical Certificates - An employee absent on account of illness for any period shall submit a medical certificate showing the nature of the illness, if called upon by the employer to do so.

## **8. Public Holidays**

- 8.1 The following public holidays shall be paid for provided they occur on days which ordinarily would be working days for the employees concerned: New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labor Day; Christmas Day; Boxing Day and such other holidays as may be proclaimed as public holidays throughout the State but not proclaimed local holidays.
- 8.2 An employee who is absent from work on the working day before or the working day after a Public Holiday without reasonable excuse or without the approval of an appropriate senior person, for example supervisor at the place of employment, shall not be entitled to payment for such holiday. When work is not carried on right up to the holiday or resumed immediately after a holiday, as at Christmas and New Year, payment for the holiday shall be granted if the employee works up to the time of general stoppage and resumes when the work recommences.

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

### **9. Leave for Special Purposes**

- 9.1 Bereavement Leave -
- (a) An employee other than a casual employee shall be entitled to up to three days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 9.1(c) below.
  - (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
  - (c) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of Personal/Carer's Leave in 9.11(a)(3) provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
  - (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
  - (e) Bereavement leave may be taken in conjunction with other leave available under subclause 9.11. In determining such a request the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the court.
- 9.2 Attending Retirement Preparation Seminars - An employee may be granted one day's special leave (with pay) for the purpose of attending a retirement preparation seminar conducted by a recognised Superannuation Fund.
- 9.3 National Aborigines Day - Employees who identify as Aborigines may be granted up to one day's special leave to enable them to participate in the celebrations on the day appointed each year as the National Aborigines Day.
- 9.4 Jury Service - An employee who is called up for jury duty may elect to be granted:
- (a) special leave with pay to cover the time necessarily absent from work, subject to the employee refunding to the employer any fees, less out-of-pocket expenses, paid by the Court in respect of attendance for jury duty; or
  - (b) leave without pay or as a charge against recreation leave to credit, in which case the employee is entitled to retain all fees paid by the Court in respect of attendance for jury duty.
- 9.5 Firefighting or Assisting the State Emergency Services -

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

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

#### 9.11 Personal/Carer's Leave -

##### (a) Use of Sick Leave -

- (1) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph 9.11(a)(3) shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of clause 6 Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (2) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (3) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and
  - (ii) the person concerned being:
    - (A) a spouse of the employee; or
    - (B) a de facto spouse, who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
    - (C) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or the spouse or de facto spouse of the employee; or
    - (D) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (E) a relative of the employee who is a member of the same household, where for the purposes of this subclause:

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

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

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

- (b) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.

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

#### **9A. Leave for Matters Arising from Domestic Violence**

- 9A.1 The definition of domestic violence is found in subclause 2.5, of clause 2 Definitions of this award;
- 9A.2 Leave entitlements provided for in clause 7 Sick Leave and subclause 9.11, Personal Carers Leave, may be used by employees experiencing domestic violence;
- 9A.3 Where the leave entitlements referred to in subclause 9A.2 are exhausted, the employer shall grant up to five days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 9A.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 9A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 9A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

#### **10. Military Leave**

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

Leave provided for in this subclause also applies to attendances in a teaching capacity.

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

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

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

## 11. Study Time

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

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

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

- (a) lead to a recognised qualification; or  
be a TAFE special course; or  
be a bridging or qualifying course; or  
be an incidental subject which forms part of a course for which study time would be available, where the incidental subject is of relevance to the employer or the public sector.
- (b) be administered by a public institution;  
be accredited by the Higher Education Unit of the Ministry of Education and Youth Affairs; or  
lead to membership of a registered professional organisation.

- (c) be able to be taken on a part-time basis. Study time does not apply to a course that is organised essentially for full time students or which, in later stages, requires full-time attendance.

#### 11.3 More Than One Course Studied at the One Time -

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

#### 11.4 Calculation of Study Time Grant -

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

#### 11.5 Additional Leave -

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

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

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

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

#### 11.7 When Study Time is Postponed or Not Granted.

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

- 11.8 Power to Grant or Refuse - The grant of study time is subject to the relevance of the course and employer convenience. The employer has the power to grant, and to refuse, study time and the actual study time arrangement must be negotiated between the employee and the employer.
- 11.9 Repeated Subjects -
- (a) Study time is not available for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the employee's control.
  - (b) An employee attending, during working hours, repeat subjects for which study time has not been granted, must make up all time taken off in attending those subjects.
- 11.10 Accumulation - Subject to employer's convenience:
- (a) employees may choose to accumulate part or all of their study time;
  - (b) accumulated study time may be taken in any pattern or at any time.
- 11.11 Compulsory Residential Schools - Correspondence students may accumulate their study time as outlined in subclause 10.10 above in order to cover any compulsory residential schools.
- 11.12 Block Grants -
- (a) Some courses require substantial block attendance to allow students to undertake compulsory practical work experience.
  - (b) A block grant may be made, either in addition to or instead of study time accumulating under 10.11 above, if the employer is satisfied that:
    - (1) block attendance is compulsory;
    - (2) the usual study time grant is inadequate; and
    - (3) the course is of significant value and therefore warrants a different kind of grant.
- 11.13 Maximum Periods of Block Grants - Block periods of study time may be granted as follows:
- (a) up to 10 days study time may be granted in addition to the grant outlined in subclause 10.5 above;
  - (b) up to 20 days study time may be granted instead of the grant outlined in subclause 10.6 above.
- 11.14 Study Time Granted for the Whole Course - In some circumstances it may be more appropriate to grant an amount of study time for the whole course. Such study time can then be taken according to the needs of the employee and employer's convenience. In cases of this type, the average yearly study time taken should not be more than 10 days, if taken in accordance with 10.13(a) above or 20 days, if taken in accordance with 10.13(b) above.
- 11.15 Courses Involving Research and Thesis - Block periods of study time may be granted to staff in relation to the research and thesis component of:
- (a) higher degrees;
  - (b) qualifying studies to higher degrees; or
  - (c) Honours studies.



11.16 Grant of Block Periods in Respect of Courses Involving Research and Thesis - These block periods may be granted on the following basis:

- (a) where a course at any level involves a thesis or major project as well as coursework, the usual study time would be granted for the coursework and 10 days study time for the thesis or major project component;
- (b) for qualifying studies entirely by thesis the grant is 10 days;
- (c) for masters degree studies by research and thesis only, the total grant is 25 days for courses of 2 years' minimum duration and 35 days for courses of 3 years' minimum duration.
- (d) for doctoral studies, the total grant for the course is 45 days.

11.17 Monitoring Study Time - Employers should ensure that:

- (a) employees granted study time have completed their enrolments;
- (b) employees are continuing with the course for which study leave has been granted;
- (c) where there is a choice of times for attendance, the actual attendance pattern is convenient to the employer as well as the employee; and
- (d) additional study time, in excess of four hours per week, is made up.

11.18 The Application Process - Employees who wish to apply for study time should formally notify the employer as soon as possible. Where study time has been granted, employees should give the employer reasonable notice of the program for each year or semester and their proposed pattern of leave. This will allow any negotiations to be completed before the academic year or semester begins.

11.19 Refusal of Study Time Applications - Where an employer decides to refuse an application for study time, he or she should ensure that:

- (a) timely advice is given to the applicant to allow consideration of alternatives;
- (b) counselling is available to applicants to consider alternatives;
- (c) reasons for refusal are clearly and promptly stated, in writing, to the applicant;
- (d) an internal review process or grievance procedure is available should the employee wish a review of the decision.

If subsequently the decision not to grant study time is overturned, the employer may grant study time retrospectively.

11.20 Examination Leave -

- (a) Paid leave, up to a maximum of 5 working days per year, may be granted in respect of attendance at examinations in approved courses of study. Examination leave is available to both face to face and correspondence students.
- (b) The period granted is to include time actually involved in the examination and necessary travelling time. Examination leave is not to be granted in respect of any examinations conducted within normal class timetable during the term or semester, and where study time has been granted to the candidate

## 12. Parental Leave

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

- 12.1 Maternity leave shall apply to an employee who is pregnant and, subject to this clause the employee shall be entitled to be granted maternity leave as follows:
- (a) For a period up to 9 weeks prior to the expected date of birth; and
  - (b) For a further period of up to 12 months after the actual date of birth.
  - (c) An employee who has been granted maternity leave and whose child is stillborn may elect to take available sick leave instead of maternity leave.
- 12.2 Adoption leave shall apply to an employee adopting a child and who will be the primary care giver, the employee shall be granted adoption leave as follows:
- (a) For a period of up to 12 months if the child has not commenced school at the date of the taking of custody; or
  - (b) For such period, not exceeding 12 months on a full-time basis, as the employer may determine, if the child has commenced school at the date of the taking of custody.
  - (c) Special Adoption Leave - An employee shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- 12.3 Where maternity or adoption leave does not apply, "other parent" leave is available to male and female employees who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
  - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the employee as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- 12.4 An employee taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, an employee entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the employee:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause 12.1 of this clause; and
  - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
    - (1) Continuous service is defined as full or part-time but not casual service, within the NSW Public Service or within a State or governmental organisation proclaimed as such under the Public Sector Employment and Management Act 2002.
  - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
    - (1) in advance as a lump sum; or
    - (2) fortnightly as normal; or
    - (3) fortnightly at half pay; or

- (4) a combination of full-pay and half pay.
- 12.5 Payment for parental leave is at the rate applicable when the leave is taken. An employee holding a full time 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.
- 12.6 An employee who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:
- (a) at the rate (full time or part time) they were paid before commencing the initial leave if they have not returned to work; or
  - (b) at a rate based on the hours worked before the initial leave was taken, where the employee has returned to work and reduced their hours during the 24 month period; or
  - (c) at a rate based on the hours worked prior to the subsequent period of leave where the employee has not reduced their hours.
- 12.7 Calculation of increments and leave credits:
- (a) Increments - any period of paid parental leave (at full or half-pay) shall count as full service for the purposes of determining incremental progression. However, unpaid parental leave shall not count as service for determining incremental progression.
  - (b) Leave credits -
    - (1) Parental leave at full pay shall count as full service for the purposes of determining all forms of leave.
    - (2) Parental leave at half pay is paid leave that is being taken at a reduced rate of pay and shall accrue all other leave at half the rate.
    - (3) Unpaid parental leave shall not count as service for determining any form of leave entitlement except for extended leave in cases where at least 10 years of service has been completed and the unpaid parental leave does not exceed 6 months.
- 12.8 Except as provided in subclauses 12.4, 12.5 and 12.6 of this clause, parental leave shall be granted without pay.
- 12.9 Right to request
- (a) An employee who has been granted parental leave in accordance with subclause 12.1, 12.2 or 12.3 may make a request to the employer to:
    - (1) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (2) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);

to assist the employee in reconciling work and parental responsibilities.

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

#### 12.10 Notification Requirements

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

The employee's request under 12.9(a)(1) and the employer's decision made under 12.9(a)(2) must be recorded in writing.
- (e) An employee intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the employer in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the employer agrees.
- (f) An employee on maternity leave is to notify her employer of the date on which she gave birth as soon as she can conveniently do so.
- (g) An employee must notify the employer as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
- (h) An employee on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the employer and any number of times with the consent of the employer. In each case she/he must give the employer at least 14 days notice of the change unless the employer decides otherwise.

12.11 An employee has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause 12.8, and she/he resumes duty immediately after the approved leave or work on a part time basis.

12.12 If the position occupied by the employee immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the employee is qualified for and is capable of

performing, the employee shall be appointed to a position of the same grade and classification as the employee's former position.

- 12.13 If the position occupied by the employee immediately prior to the taking of parental leave has been moved as part of a formal relocation of an organisational unit (for example, the relocation of all or part of an agency from the Central Business District, or the regionalisation of agency's functions) the employee has the right to return to the former position in the new location. If the employee so requests, the employer should consider the practicability of transferring the employee to a position at the same classification and grade in the former, or more suitable location.
- 12.14 An employee does not have a right to her/his former position during a period of return to work on a part time basis. If the employer approves a return to work on a part time basis then the position occupied is to be at the same classification and grade as the former position.
- 12.15 An employee who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the employer) must be given.
- 12.16 An employee who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. An employee may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
- 12.17 An employee may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
- 12.18 An employee may elect to take available recreation leave at half pay in conjunction with parental leave provided that:
- (a) accrued recreation leave at the date leave commences is exhausted within the period of parental leave;
  - (b) the total period of parental leave, is not extended by the taking of recreation leave at half pay;
  - (c) when calculating other leave accruing during the period of recreation leave at half pay, the recreation leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further recreation, extended and other leave at the full time rate.
- 12.19 If, for any reason, a pregnant employee is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child, the employer should, in consultation with the employee, take all reasonable measures to arrange for safer alternative duties. This may include, but is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, teleworking and job redesign.
- 12.20 If such adjustments cannot reasonably be made, the employer must grant the employee maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- 12.21 Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
    - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

- (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) of this subclause.

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

### **12A. Lactation Breaks**

12A.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.

12A.2 A full time employee or a part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.

12A.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

12A.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.

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

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

12A.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.

12A.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 7, Sick Leave of this award, or access to flexible working hours, where applicable.

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

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

### **14. Absences Caused By Adverse Weather Conditions**

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

### **15. Continuity of Service**

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

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

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

### **16. Uniforms**

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

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

- 17.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the Department, if required.
- 17.2 An employee is required to notify in writing their immediate supervisor, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter and if possible, state the remedy sought.
- 17.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti Discrimination Act 1977) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 17.4 The immediate supervisor, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.
- 17.5 If the matter remains unresolved with the immediate supervisor, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head.
- 17.6 The Department Head may refer the matter to the Director of Public Employment for consideration.
- 17.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.

- 17.8 An employee, at any stage, may request to be represented their union.
- 17.9 The employee, or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 17.10 The employee, Association, department and Director of Public Employment shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 17.11 Whilst the procedures outlined in subclauses 16.1 to 16.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving occupational health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

### **18. Anti-Discrimination**

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

### **19. Secure Employment**

#### 19.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent 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.

#### 19.2 Casual Conversion



- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.
- (c) Any casual employee who has a right to elect under paragraph 19.2(a), upon receiving notice under subclause 19.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 19.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 19.2(c), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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

- (g) Following an agreement being reached pursuant to paragraph 19.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### 19.3 Occupational 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 18.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

#### 19.4 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- 19.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent 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.

### **20. Leave Reserved**

In the event that any conditions relating to matters other than those dealt with by this award are altered, except with the consent of the Association, liberty to apply is reserved to the Association.

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

- 21.1 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 April 2012.
- 21.2 Changes made to this award subsequent to it first being published on 14 March 2008 have been incorporated into this award as part of the review.

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

The salaries are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award and are effective from the first pay period to commence on or after 1 July 2007.

**Table 1**

Tipstaff	Salary Per Annum Effective 1 July 2007	Salary Per Annum Effective 1 July 2011
	\$	\$
1st Year of service	43,903	43,903
2nd Year of service	44,745	44,745
3rd Year of service	52,489	45,524
Tipstaff to the Chief Justice	46,320	46,320

**APPENDIX A**

- (1) Personal Carers entitlement for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (2) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (d) The casual employee shall, if required,
- (i) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (ii) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.
- (e) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.
- (2) A family member for the purposes of paragraph (i)(a) above is:
- (a) a spouse of the employee; or

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

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

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

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

(3) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (d) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

## APPENDIX B

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

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

(3) Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:
  - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
    - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;

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

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

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
    - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
    - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
  - (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
  - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

C. G. STAFF J.

**CROWN EMPLOYEES CONSERVATION FIELD OFFICERS (NSW  
DEPARTMENT OF TRADE AND INVESTMENT, REGIONAL  
INFRASTRUCTURE AND SERVICES AND NSW OFFICE OF  
ENVIRONMENT AND HERITAGE) REVIEWED AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 67 of 2012)

Before The Honourable Mr Justice Staff

27 April 2012

**REVIEWED AWARD**

Clause No.      Subject Matter

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2. Incidence and Duration
3. Definitions
4. Parties
5. Supersession
6. Objectives of Award
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MONETARY RATES

- Schedule 1 - Wage Rates
- Schedule 2 - Competency and Grading Alignment
- Schedule 3 - Allowances

## PART A

### 1. Title of Award

This Award, made pursuant to Part 1, Division 1, clause 10 of the Industrial Relations Act 1996, shall be known as the Crown Employees Conservation Field Officers, (NSW Department of Trade and Investment, Regional Infrastructure and Services and NSW Office of Environment and Heritage) Reviewed Award 2012.

### 2. Area, Incidence and Duration

- 2.1 This Award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Conservation Field Officers (Department of Lands, Department of Water and Energy, Department of Environment and Climate Change and State Water Corporation) Award published 11 July 2008 (366 IG 86) and all variations thereof.
- 2.2 The changes made to the Award 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 27 April 2012.
- 2.3 This Award remains in force until varied or rescinded, the period for which it was made having already expired.

### 3. Definitions

- (i) "Conservation Field Officer" means an employee of the Department or the Office as defined in sub-clause (iii), engaged before the making of this Award in one of the classifications of:

Mechanical Tradesperson

Fitter

Electrician

Plant Electrician

Painter

Carpenter

Plumber

Welder

Plant Operator

Crane Operator

Tractor Operator

Transport Driver

Labourer

Machineman

Driller

Cableway Operator

Dogman  
Bore Gaugers Assistant  
Construction Worker (General)  
Rigger  
Driller  
Drill Operator  
Pegman  
Ganger  
Surveyors Field Hand  
Farm Assistant  
Sand Drift Worker  
Nursery Horticulturalist  
Cleaner  
Security Officer  
General Service Officer  
Canteen Worker  
Earthmoving Operator

or who after the date of operation of this Award were appointed as Conservation Field Officers but does not include any person who resigned or was terminated prior to that date.

- (ii) "Temporary employee" means an employee engaged for a specific period or for a specific project.
- (iii) "The Department or the Office " means the New South Wales Department of Trade and Investment, Regional Infrastructure and Services or the New South Wales Office of Environment and Heritage, Department of Premier and Cabinet. .
- (iv) "Casual employee" means an employee engaged for a limited duration and paid on an hourly basis who receives a casual loading in lieu of all paid leave entitlements, including payment for public holidays
- (v) "Part-time employee" means an employee, subject to the provisions of Part 5 of the Industrial Relations Act 1996, who is engaged for less than 38 hours per week and who receives the same range of entitlements as a full-time employee, including sick leave and annual leave, but on a pro rata basis in proportion to the hours worked. Part-time employees do not receive a casual loading.
- (vi) "Reasonable time limits" means sufficient time for all parties to familiarise themselves with the nature of the perceived problems taking into consideration the isolated situation in which these employees work.
- (vii) "Australian Recognition Framework (ARF)" means the national recognition of vocational education and training developed by the Australian National Training Authority.



- (viii) "Australian Qualification Framework (AQF)" means the certification system established under the Australian Recognition Framework (ARF).
- (ix) "Ministerial Leave Conditions" means the Uniform Leave Conditions for Ministerial Employees referred to in clause 13 Leave Conditions.
- (x) "Union" means one or all of the union parties to the award listed in clause 4(i) to (vii) below, as appropriate.

#### **4. Parties**

The parties to this Award are:

- (i) The Australian Workers' Union, New South Wales Branch.
  - (ii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
  - (iii) Electrical Trades Union.
  - (iv) Construction, Forestry, Mining and Energy Union.
  - (v) United Voice.
  - (vi) Plumbers and Gasfitters Union.
  - (vii) Transport Workers' Union
  - (viii) The Director-General, NSW Department of Trade and Investment, Regional Infrastructure and Services and the Chief Executive, NSW Office of Environment and Heritage..
- covering all Conservation Field Officers as defined in subclause 3(i) employed in the Department or the Office.

#### **5. Supersession**

The terms and conditions of this Award replace in to the terms and conditions of the:

Surveyors Field Hands (State) Award (now rescinded)

Gangers (State) Award (now rescinded)

General Construction and Maintenance, Civil and Mechanical, Engineering, etc.. (State) Award (now rescinded), with the exception that clause 25, Compensation for Travel Patterns, etc., will continue to apply where appropriate.

Plant Operators on Construction (PWD, etc) Award (now rescinded)

Crown Employees (Transport Drivers, etc.) Award

Crown Employees (Skilled Trades) Award

Bore Gaugers and Assistants Agreement 5317 of 1977

Farm Assistants, Soil Conservation Service Agreement 2310 of 1981

Department of Conservation and Land Management Skilled Trades, etc. (Rates of Pay) Enterprise Agreement EA 146 of 1995

and all variations thereto, in so far as they apply to employees within the Department or the Office.

## 6. Objectives of Award

- (i) The parties acknowledge that the Award is directed towards high quality and efficient services to the community and to the Department's and the Office's customers.
- (ii) The parties acknowledge that the Award seeks to enhance the image and profile of the Department and the Office.

These objectives will be achieved through:

- (a) The review of current work practices to ensure that they are customer-focused and maximise the efficient and effective use of resources.
- (b) The acceptance of change and commitment to continuous improvement and productivity by both the management of the Department or the Office and its Conservation Field Officers.
- (c) The development of an organisation based upon teamwork, flexibility, competence and opportunities for organisational and personal development.
- (d) The review of current work patterns leading to more flexible working arrangements which better meet staff and customer needs.
- (e) Achievement of these objectives is expected to deliver savings in operating costs and genuine productivity gains and the parties agree that the savings arising out of achievement of those objectives will be shared with staff and will be reflected in the rates of pay prescribed under clause 9.

## 7. No Extra Claims

The parties agree that they will not pursue any further claims relating to the matters covered by this Award, provided that this Award may be varied during its term in accordance with section 17 of the Industrial Relations Act 1996.

## 8. Contract of Employment

### 8.1 Weekly Employment

- (i) Full-time and part-time employees shall be engaged by the week. An employee's engagement may be terminated by either the employee or the employer providing one week's notice in writing or by payment or forfeiture, as the case may be, of one week's wage in lieu of notice, provided that, in the case of misconduct, an employee's engagement may be terminated without notice.
- (ii) Casual employees are engaged by the hour and the engagement of a casual employee may be terminated without notice.

### 8.2 Pay Period

Ordinary pay shall be paid for the current fortnight. Adjustments for overtime, penalties and allowance will be paid either currently or a fortnight in arrears.

### 8.3 Payment Method

Wages shall be paid via Electronic Funds Transfer (EFT) into a bank or other account, except in cases where this is not possible, in which case payment will be made by cheque.

### 8.4 Pay Advice

Before or at the time of payment of wages, each employee shall be issued with a docket showing at least the gross amount of salary and the details of any deductions made from the employee's earnings, in accordance with section 123 of the Industrial Relations Act 1996.

#### 8.5 Payment on Termination

When an employee is terminated by the Department or the Office, the employee shall be paid all of the wages due at the time of the employee's termination on or before the employee's next normal pay day.

### 9. Classifications and Rates of Pay

#### 9.1 Rates of Pay

- (i) The minimum weekly rates for full-time employees covered by this Award are as provided in Schedule 1.
- (ii) Should there be a variation to the Crown Employees Wages Staff (Rates of Pay) Award 2011, or an Award replacing it, during the term of this Award, by way of a wage increase or some other benefit, this Award will be varied to give effect to any such wage increase, or other benefit, with effect from the operative date of the variation, or the replacement Award.

#### 9.2 Rates of Pay for Casual Employees

Casual employees will be paid per hour at the rate of 1/38th of the applicable weekly rate for a full-time employee at the same classification level plus, subject to the provisions of clause 12:

- (i) for ordinary hours of work, a casual loading of 24.6%, in compensation for the disadvantages of casual work and in lieu of all paid leave entitlements, including annual leave (where 24.6% is the cumulative percentage obtained by applying a 15% casual loading and then applying a 8.33% loading in lieu of annual leave);
- (ii) for overtime hours, a casual loading of 15%, in compensation for the disadvantages of casual work, with the hourly rate so obtained then being used as the ordinary rate of pay for the calculation of overtime;

provided that casual employees will be paid for a minimum of 4 hours for each engagement.

#### 9.3 Rates of Pay for Part-time Employees

Permanent part-time employees will be paid a weekly rate determined by the following formula:

$$\text{applicable rate for full-time employee at } \times \frac{(\text{weekly hours of the part-time employee})}{38}$$

at the same classification level

#### 9.4 Classification of Employees

The classification of an employee will be determined by the level of responsibility and skill that the employee is required to exercise. The responsibilities and skills required to be exercised at each level in the classification structure are defined in Schedules 1 and 2.

#### 9.5 Purpose of Classification Structure

The classification structure is designed to:

- (i) recognise competencies achieved and used;

- (ii) group all staff covered by this Award into one of several (excluding trainees/apprenticeship) levels ;
- (iii) allow for career progression based on acquisition and use of competencies as defined in subclause 9.4.

#### 9.6 Supervision

Where an employee is required to supervise the work of other employees, they shall be paid the appropriate allowance according to Schedule 3. Provided that CFO Grade 5 and above will only be paid the allowance when supervising employees at their same level.

#### 9.7 Classification Review Committee

The SBU shall establish a subcommittee to review applications for re-grading based on competency acquisition and use. Subject to subclause 9.8, notification of the results of the review by the subcommittee to the appropriate staff salaries section will be sufficient to regrade the position and the occupant.

#### 9.8 Disagreements about Classification Levels

Any disagreement about the classification level in which an employee is placed will be processed using the dispute procedures contained at clause 19.

#### 9.9 Higher Duties

When Conservation Field Officers are required to perform the duties and assume the responsibilities of a higher remunerated position, they shall be paid the appropriate higher duties allowance in accordance with the provisions of clauses 17 and 18 of the Public Sector Employment and Management (General) Regulation 2009 with the additional provision that it be paid after one day.

### **10. Hours of Work**

#### 10.1 Ordinary Hours of Work

Subject to subclauses 10.2 and 10.3:

- (i) The ordinary hours of work for all employees, other than casual employees, covered by this Award, shall be 8 hours per day worked over 57 days of each 12-week cycle.
- (ii) The standard span of hours will be between 6.00 a.m. and 6.00 p.m. on each working day Monday to Friday.

#### 10.2 Variation of Ordinary Hours of Work

- (i) The standard span of hours may be varied by mutual agreement between the Department or the Office and the majority of affected employees in a particular group, region, district or section to suit operational needs.
- (ii) Ordinary hours of work may extend up to 10 hours on any one day.

#### 10.3 Part-time Hours

Employees may work on a part-time basis, subject to the provisions of Part 5 of the Industrial Relations Act 1996, provided that:

- (i) the ordinary hours of duty are agreed between the employee concerned and the Department or the Office and fall within the same span of hours as applies or would apply to a full-time employee undertaking the duties concerned ;

- (ii) the ordinary working hours are fixed at not less than 4 hours per day worked; and
- (iii) the Department or the Office will inform the relevant Union of the hours fixed for part time employees. The Union shall have 7 working days from the date of being advised to object to the agreement through the dispute procedures prescribed by clause 19. The Union will not unreasonably object to an agreement under this subclause.

## 11. Overtime

### 11.1 Overtime Definition

Overtime is that time an employee is directed and authorised to work which is either:

- (a) in excess of 501 hours per settlement period ; and/or
- (b) outside the span of hours, as established for each employee under clause 11.

Overtime will only be payable for time on duty at the worksite (notwithstanding the provisions of subclause 14.3).

### 11.2 Employees to Work Reasonable Overtime

- (i) Subject to paragraph 11.2(ii), an employer may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study commitments;
- (c) the urgency of the work 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 of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

### 11.3 Overtime Rates

Overtime will be paid for at the rate of time and a half for the first 2 hours and thereafter at double time, to be calculated on the basis of each completed unbroken period of overtime; provided that double time will be paid for all work performed on Sundays and double time and a half shall be paid for all work performed on public holidays.

### 11.4 Minimum Periods

An employee who works overtime:

- (i) on a Saturday, Sunday or public holiday; or
- (ii) by being recalled after leaving work, prior to their next scheduled period of ordinary time duty,

shall be paid for no less than 4 hours' work, at the appropriate rate.

#### 11.5 Break from Duty

Following completion of overtime, an employee shall either:

- (i) be released from resuming ordinary duty for an unpaid period of 10 consecutive hours, excluding travel; or
- (ii) if required to resume or continue working without having had an unpaid break of 10 consecutive hours, excluding travel, be paid at the rate of double time until such a break is given.

Provided that, if the provision of an unpaid break under this subclause results in an employee performing less than 38 ordinary hours of duty in a week (paid at either ordinary or any other loaded rate), then any shortfall shall be paid at ordinary rates.

#### 11.6 Meal Breaks

- (i) Employees who have not been afforded a meal break of at least 30 minutes in duration, commencing by 1.00 p.m., shall be paid overtime rates for all time worked between 1.00 p.m. and the time when they do receive a meal break of no less than 30 minutes.
- (ii) Employees working overtime will be entitled to a paid meal break of 30 minutes:
  - (a) after working 2 hours' overtime following the completion of a full period of ordinary time, where more than 2 hours' overtime is required ;
  - (b) after working every 4 hours' overtime without a meal break; and
  - (c) where overtime on a Saturday, Sunday or public holiday continues after 12.00 noon, the break will occur between 12 noon and 1.00 p.m.

#### 11.7 Meal Allowance

Employees who are directed to work overtime and who, through insufficient notice, need to buy meals shall be paid a meal allowance for any meal break for which they are entitled under paragraph 11.6(ii) at the rates specified in Schedule 3.

For the purposes of this subclause, sufficient notice will be 12 hours prior to commencement of overtime or such lesser period as is reasonable in the circumstances.

### **12. Rostered Days Off**

#### 12.1 Entitlement

- (i) An employee's ordinary hours will be worked on no more than 57 days in each 84-day cycle, Monday to Friday, with 3 days in each period being regarded as a rostered day off (RDO). Each day of paid leave taken and any public holidays occurring during any cycle of 4 weeks shall, for the purposes of this paragraph, be regarded as a day worked.
- (ii) An employee who has not worked 57 days in a complete 84-day cycle shall receive pro rata accrued entitlements for each day worked (or for each fraction of a day worked), payable for the rostered day off or, in the case of termination of employment, on termination.

#### 12.2 Scheduling RDOs

- (i) An employee's RDO will be scheduled in advance of each cycle in which it occurs, taking into account the interests of employees and ensuring that the Department' or the Office's operational needs are met having regard to seasonal, climatic and workload factors.

- (ii) With a minimum of 12 hours' notice to affected employees and without penalty to the Department or the Office, RDOs may be rescheduled to satisfy operational needs. Agreed substitute RDOs are to be provided by mutual agreement and may only be deferred under circumstances of emergency.

### 12.3 Accumulating RDOs

- (i) Employees may accumulate (bank) up to 10 RDOs. Employees will be given an opportunity to take their accumulated RDOs at a time convenient to both the employee and the Department or the Office prior to the end of February in each calendar year.
- (ii) Employees may take their accumulated RDOs by agreement with the appropriate manager:
  - (a) consecutively to a maximum of 10 days; or
  - (b) by working 9-day fortnights; or
  - (c) by a combination of these 2 methods.

Employees may agree with their manager to defer taking some of their accumulated RDOs, provided that RDOs are not forfeited and provided that no more than 10 RDOs are accumulated at any one time.

- (iii) Once scheduled, the only circumstances in which a "banked" RDO will be required to be worked is fire or similar state of emergency.

## 13. Leave

### 13.1 General Provisions

The Department and the Office shall be bound by the provision of the Uniform Leave Conditions for Ministerial employees, subject to the amendments and additions specified in this clause.

### 13.2 Sick Leave

- (i) Sick leave will accrue on a calendar year basis, with the full annual entitlement being available from 1 January each year for staff employed as of that date.
- (ii) New employees who commence after 1 January will receive a pro rata credit for that proportion of the calendar year remaining. Sick leave taken during the first 3 months of employment will only be paid upon the completion of 3 months' service and following one month's continuous service without the taking of any sick leave, up to a maximum entitlement of 15 days' paid sick leave per annum.
- (iii) Unused sick leave entitlements will accrue, in accordance with Ministerial Leave Conditions.

### 13.3 Parental leave

#### 13.3.A Parental leave for casual employees

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

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

13.3.B Communication during Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (a) make information available in relation to any significant effect the change would have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 13.3.4.1 above.

13.3.C Right to request

- (i) An employee entitled to parental leave may request the employer to allow the employee:
  - (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks
  - (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months
  - (c) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- (ii) The employer shall consider the request having regard to the employer's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the organisation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the employers decision made under 13.3C (i)(b) and 13.3C (i)(c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under 13.3C(i)(a), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

13.4 Personal/Carer's Leave

13.4A. Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in section 13.4A(iii)(b), shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of subclause 13.2 for



absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

- (ii) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (a) the employee being responsible for the care of the person concerned; and
  - (b) the person concerned being:
    - (1) a spouse of the employee; or
    - (2) a de facto spouse who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
    - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
    - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
    - (5) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
      - I. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
      - II. "affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and
      - III. "household" means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of the absence.

#### 13.4.B Use of Annual Leave

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

#### 13.4.C Unpaid Leave for Family Purpose

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section 13.4A(iii)(b) who is ill.

#### 13.4.D Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 13.4A(iii)(b) of the Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).

- (ii) The Department or Office 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.
- (iii) A Department or Office 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.
- (iv) The casual employee shall, if required,
  - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (b) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

#### 13.4.E Bereavement entitlements for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (iii)(b) of Clause 13.4C Personal/Carers Leave.
- (ii) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

#### 13.5 Annual Leave

- (i) An employee may elect, with the consent of the employer, to take annual leave not exceeding 10 days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.

- (ii) Access to annual leave, as prescribed in subparagraph 13.5(i), shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (iii) Where applicable, an employee and employer may agree to defer payment of annual leave loading in respect of single-day absences until at least 5 consecutive annual leave days are taken.

#### 13.6 Time Off in Lieu of Payment for Overtime

- (i) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with subparagraph 13.6(i), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (iv) Where no election is made in accordance with subparagraph 13.6(i), the employee shall be paid overtime rates in accordance with the Award.

#### 13.7 Make-up Time

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

#### 13.8 Public Holidays

Payment (to the extent which would ordinarily have been paid had the day been a working day) shall be made for the following days:

New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Monday, Queen's Birthday, Labour Day, Christmas Day, Boxing Day,

whenever celebrated, and all other gazetted holidays proclaimed to operate throughout the State of NSW.

#### 13.9 Union Picnic Day

- (i) The picnic day will be held during the Christmas - New Year period.
- (ii) All employees will, as far as practicable, be given and will take this day as picnic day and shall be paid therefore as for 8 hours' work at the rates of pay prescribed in this Agreement.

#### 13.10 Recreation Leave Management

- (i) At least 2 consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement in special circumstances.
- (ii) When an employee has achieved an accrual of 30 days' recreation leave (maximum accrual without review is 40 days), their manager or supervisor will discuss the management of that accrued recreation leave with the employee, so that it may be taken at a time which suits the operational needs of the Department or the Office and the needs of the individual.

### **14. Allowances to Reimburse Expenses**

#### 14.1 Reimbursement of Meal Allowances - No Overnight Stay

Expenses incurred by employees when they are directed to travel on official business, including outside their normal working hours, without having to remain away from home base overnight and where meals are not provided by the employer, will be reimbursed to the level specified under this subclause. This entitlement to reimbursement is in lieu of any allowances which may otherwise apply under subclause 11.7. Receipts will not be required to substantiate meal expenditures claimed up to the levels set out in Schedule 3.

#### 14.2 Reimbursement for Accommodation and Meals - Overnight Stay

- (i) Where the employee is required to stay overnight and accommodation is not provided by the employer, the employee will be paid the actual cost of living expenses upon production of receipts plus a daily margin as per Schedule 3.
- (ii) Where the employee is required to stay overnight and accommodation is provided by the employer, the employee will be paid the daily margin as per Schedule 3.

#### 14.3 Travelling Time

- (i) Time spent travelling on official business during ordinary hours of work is regarded as on duty and is comprehended within an employee's minimum rate of pay as prescribed by clause 10. Time spent travelling on official business outside ordinary hours will attract additional payment or compensation, at the employee's ordinary rate of pay, i.e. single time.
- (ii) Where an employee is required to commence and/or finish work at a temporary work location, that is, not at their normal depot or workshop, they may be required to travel up to 20 minutes each way in their own time. Any time spent travelling beyond 20 minutes will be compensated at the employee's ordinary rate of pay, i.e. single time.

#### 14.4 Camping Expenses

- (i) The employer may elect to provide camping facilities for which a camping allowance is paid. The camping allowance is as prescribed in Schedule 3.
- (ii) Where the employee is required to camp and camping facilities are not provided by the employer in accordance with paragraph 14.4.(i), the camping equipment allowance prescribed in Schedule 3 shall be paid.

### **15. Inclement Weather**

#### Definition

For the purposes of this clause, "inclement weather" means wet weather or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperature or any combination thereof.

#### 15.1 Continuation of Work

Appropriate functions can be carried out in inclement weather conditions, provided protective clothing of an agreed standard is issued. Decisions on working in inclement weather will rest with the supervisor after consultation with the staff affected and consistent with sound occupational health and safety principles:

### **16. First-Aid and Health and Safety Issues**

- (i) Where practicable, no less than one of the employees in each work group shall have a recognised qualification in first-aid.
- (ii) A standard first-aid kit shall be provided and maintained by the employer on all worksites to which this Agreement applies.

- (iii) In the event of any serious accident, happening or serious sickness occurring to any employee whilst at work, in the camp or going to or from the camp, the employer shall provide transport facilities to the nearest hospital or doctor at its expense.
- (iv) Any employee who is appropriately qualified and is appointed by the employer to perform first-aid duty to any work group shall be paid a first-aid allowance in accordance with Schedule 3.

### **17. Work Apparel**

The employer will issue, free of cost to staff, the following work apparel:

Item	Number
Trousers	4
Shirt (long/short sleeves)	4 (any combination)
Wool jumper	1
Jacket	1

One pair of overalls may be substituted for any pants/shirt combination.

2 sweat shirts may be substituted for the woollen jumper.

When requested by Workshop staff, up to 2 pairs of shorts may be substituted for up to 2 pairs of (long) trousers (to be worn under overalls)

Work apparel will be replaced on a fair-wear-and-tear, new-for-old-exchange basis.

It is a condition of employment that staff must wear the work apparel that is issued to them by the employer whilst on duty.

Staff will be responsible for the cost of laundering and maintenance of work apparel issue to them.

### **18. Tools and Protective Clothing**

- (i) All tools required by employees shall be provided free of charge by the employer.
- (ii) The employer shall supply and the employee will wear, where appropriate, protective equipment and clothing as required by the Work Health and Safety Act 2011 and Regulations as amended, e.g. hats, eye protection, overalls, etc.
- (iii) Protective equipment and clothing remains the property of the employer and, on resignation, retirement or dismissal, will be returned to the employer, if requested.
- (iv) An employee whose protective equipment and clothing is worn, spoiled or damaged due to the circumstances of their employment shall have the clothing replaced at no cost to the employee.

### **19. Settlement of Disputes**

In accordance with the provisions of section 14 of the Industrial Relations Act 1996, the undermentioned procedures shall be applied in the settlement of disputes:

- (i) Reasonable time limits as defined in clause 3.vi must be allowed for discussion at each level of authority.
- (ii) The employee, employees or their representatives are required to notify the Department or the Office (the supervisor in the first instance) (in writing or otherwise) as to the substance of the grievance/dispute, requesting a meeting with the Department or the Office (Supervisor) for initial discussions and stating the remedy sought.

- (iii) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and supervising staff, it shall be referred to the Department's or the Office's Industrial Relations Co-ordinator or other nominated officer who may arrange for the matter to be discussed with the Union or Unions concerned.
- (iv) Failing settlement of the issue at this level, the matter should be referred to senior management. If the matter remains unresolved and if appropriate, the assistance of an officer of the Industrial Relations Branch of the Department of Premier and Cabinet may be requested by the Department or the Office.
- (v) If the matter remains unsolved, it should be referred to the Industrial Relations Commission under section 130 of the Industrial Relations Act 1996.
- (vi) Whilst these procedures are continuing, no stoppage of work or any form of limitation of work (excepting safety-related issues) shall be applied.

## **20. Anti-Discrimination**

- 20.1 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.
- 20.2 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.
- 20.3 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.
- 20.4 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.
- 20.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - (b) Section 56(d) of the Anti-Discrimination Act 1977 provides:  
  
"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

## **21. Counselling and Discipline**

This clause shall not apply where the actions and/or behaviour of an employee are such as to constitute grounds for dismissal in accordance with subclause 81.

### 21.1 Early Intervention and Informal Counselling

- (i) Poor performance should be dealt with as performance difficulties are identified. For example:
    - (a) agreed goals and targets are not achieved within a reasonable or agreed time;
    - (b) agreed tasks are not performed; or
    - (c) identified skills required are not demonstrated.
  - (ii) Informal counselling by the manager/supervisor of the employee should only occur under the following conditions:
    - (a) The employee is given reasonable notice of the proposed informal counselling session and the purpose of the session.
    - (b) The manager/supervisor should confine the counselling session to work performance, informing the employee of identified deficiencies in their performance by reference to the employee's work plan. The employee should be given the opportunity to respond to this information, which may or may not resolve the problem. If unresolved, the manager/supervisor will verbally, and in writing, confirm the work performance issues requiring improvement, the targets to be achieved, and the timeframe. The employee will also be informed of the next steps to be followed if improvements to work performance are not achieved within the required timeframe.
    - (c) If possible, the outcome of informal counselling should be agreed by the employee and their manager/supervisor. If the employee disagrees with the manager/supervisor's views on their work performance and/or proposals to improve work performance, they are to be informed of their right to use the agency's grievance and dispute resolution procedures.
    - (d) Resolution of the employee's grievance or dispute may result in the following:
      - no further action in regard to the employee's work performance; or
      - implementation of informal counselling outcomes; or
      - formal counselling if the level of poor work performance cannot be effectively managed by informal counselling or the staff member refuses to accept informal counselling outcomes; or
      - administrative action if the work performance has been caused by organisational, personal or external factors.
- Early and effective information counselling in most areas will address work performance problem and inform the employee that poor work performance is unacceptable.

### 21.2 Formal Counselling and Development of a Performance Improvement Plan

- (i) Formal counselling would normally be required in situations where:
  - (a) performance is still poor after informal supervisory counselling;
  - (b) the poor performance is beyond the scope of informal supervisory counselling;
  - (c) the poor performance exists at a formal feedback point in the annual cycle of performance assessments; or
  - (d) poor performance exists at the end of a probationary period.

- (ii) A formal counselling session would normally be the responsibility of the employee's line manager and conducted:
  - (a) at a predetermined time and location;
  - (b) with the employee having received adequate written notice of the purpose of the session, who will be in attendance, the poor work performance issues to be canvassed, proposed strategies to address poor work performance, consequences of continued poor performance and the purpose of a performance improvement plan;
  - (c) in accordance with the agenda. If there is no identified organisational, personal or external factors or deficiencies that can be attributed to the poor work performance, an agreed documented performance improvement plan should be developed by the manager/supervisor and employee;
  - (d) with a support person in attendance (such a Union delegate or colleague) if desired by the employee.

The performance improvement plan should include agreed dates for progress reviews and be signed by the manager/supervisor and employee.

The employee's rights in relation to formal grievance and dispute resolution procedures should be maintained which, depending on the outcome, may result in:

- (a) no further action in regard to the employee's work performance; or
  - (b) implementation of formal disciplinary action if the employee has not good cause or reason to accept formal counselling; or
  - (c) alternative administrative action if the poor work performance is the result of organisational, personal or external problems.
- (iii) At the end of a formal counselling session, the employee and their manager/supervisor should be fully aware of the future management of the employee's work performance.
  - (iv) This information should be summarised in the formulation of a performance improvement plan. The performance improvement plan should be signed and a time agreed for the follow-up meeting. A copy should be given to the employee.

### 21.3 Follow-up Review of the Performance Improvement Plan

- (i) At the agreed date, the supervisor and employee should review the employee's performance and the remedial action taken as a result of the performance improvement plan.
- (ii) Where it is agreed that the performance is satisfactory, this should be documented and future performance should continue to be assessed through the normal feedback cycle of the performance management system. However, consideration should be given to setting an interim date for further counselling to assist the employee if required.
- (iii) If the employee has failed to improve performance at the agreed date, the supervisor should consider further action including:
  - (a) extension of the review period;
  - (b) transfer to another location at an equivalent grade;
  - (c) use of sanctions; and
  - (d) disciplinary action.



- (i) As in the previous counselling session, the principles of maintaining accurate records, informing those involved and allowing adequate preparation time should be followed.
- (ii) Any decision or recommendation made should be conveyed to the employee in writing and include:
  - (a) the decision or recommendation;
  - (b) a summary of the procedure to date and the basis for the decision;
  - (c) the consequence of the decision and, if applicable, the legislative basis under which any further action is being taken; and
  - (d) advice on how to access further information and assistance if required.
- (i) Where consideration is being given to either extension of the review period, or transfer, the matter should be discussed with the employee and agreement to proceed sought. Otherwise, the agency's grievance and dispute resolution mechanism could be utilised. Failure to agree does not in itself preclude the proposed course of action but should raise serious doubts about the potential for success.

#### 21.4 Use of Sanctions

- (i) If performance remains poor after the formulation and review of the performance improvement plan, it may be appropriate to consider the use of sanctions. The use of sanctions is intended to bring about an improvement in the performance of an individual. Sanctions must be related to work performance only. They may include the following:
  - (a) extension of probation period;
  - (b) cancellation of increment;
  - (c) cancellation of flex time; and/or
  - (d) cancellation of access to study leave provisions.
- (ii) Intended or actual use of any sanction must be approved at the appropriate managerial level and documented both in a written statement to the staff member and in the revised performance improvement plan.

#### 21.5 Disciplinary Action

- (i) Disciplinary action may be appropriate where performance remains poor despite 2 opportunities to reach a satisfactory level.
- (ii) Where consideration is being given to disciplinary action, the procedures contained within the Public Sector Employment and Management Act 2002 and Regulation should be followed. Additional guidance is contained in the Personnel Handbook.

### **22. Contractors' Protocol**

Where work is to be carried out by contract, including subcontract, the Department or the Office will:

- (i) ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying Award rates, providing Award conditions and complying with other statutory provisions and the Department's or the Office's specified standards, including but not limited to safe working procedures.

- (ii) on being advised or otherwise becoming aware that a contractor or subcontractor is not paying Award rates, providing Award conditions or complying with any other statutory provisions, the Department or the Office will take necessary action to ensure that the situation is rectified. Should the contractor or subcontractor continue to breach the provision, then appropriate action, including termination of contract, will, if appropriate, be implemented.

### **23. Agreed Procedures for Market Testing and Contracting Out**

Where work is presently carried out by the Department's or the Office's wages staff, the parties agree that the Government's policy on Service Competition will be observed.

### **24. Ongoing Award Review**

- (i) A Single Bargaining Unit (SBU) will be established to monitor the viability of this Award and ensure adherence to the terms contained herein.
- (ii) The appropriateness of this Award and the clauses contained within to the Department or the Office and the Unions will be reviewed by the SBU continually while this Award is operating.
- (iii) This Award will continue to operate after its nominal expiry date unless the Department or the Office or the Union provide one month's notice that it is to expire.
- (iv) The SBU will be responsible for initiating and formulating any amendments to be developed and approved to this Award or replacement Award.
- (v) An Award developed by the SBU under subclause 24(iv) will replace this Award on:
  - (a) the date of commencement of such Award; or
  - (b) another date,as agreed between the Department or the Office and Unions.

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

- (i) The Union shall provide the employer with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- (ii) The Union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- (iii) Subject to subclauses 25(i) and 25(ii), the employer shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the Union together with the necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

**PART B****MONETARY RATES****Schedule 1 - Wage Rates**

	01 July 2010 \$	01 July 2011 \$
Trainee	750.50	769.30
Grade I	782.20	801.80
Grade II	824.60	845.20
Grade III	868.50	890.20
Grade IV	892.70	915.00
Grade V	943.00	966.60
Grade VI	1005.20	1,030.30
Grade VII	1055.40	1,081.80

**Schedule 2 - Conservation Field Officers Proposed Tasks/Competency and Grading Alignment**

This document outlines the work undertaken by Conservation Field Officers and the appropriate units of competence (competency) that aligns with the work. The relevant tasks and competencies have been matched to the proposed grading structure.

Work groups have been established to assist all stakeholders to validate the proposed structure. The workgroups are:

Group 1	Farm Operations
Group 2	Water Operations
Group 3	Lands/Park Operations
Group 4	Dam Operations
Group 5	River Operations
Group 6	Fitters Operations
Group 7	Survey Field Operations
Group 8	Building Maintenance Operations
Group 9	Earthmoving Operations

The purpose of this document and format is to establish an understanding of the relationship between the work undertaken and the competency achieved and the level or grade at which that work will be recognised.

The competencies identified for each work group and grade are nationally endorsed units of competence. The units have been selected from various industry packages as examples of units of competence which reflect the work undertaken by the staff covered by the new consent Award. The selection of the competencies for each grade will be subject to ongoing review and replacement as the nature of work and technology changes. The identifying codes for each competency indicate the current source industry package. Example competencies have been accessed from packages which include:

Rural Production, RTE03

Amenity Horticulture, RTF03

Conservation and Land Management, RTD02

Water Industry, NWP01

Asset Maintenance, PRM04

Asset Security, PRS03

Civil Construction, BCC03

General Construction, BCG03

Metal and Engineering Industry, MEM98

Public Safety, PUA00

Forest and Forest Products Industry, FPI99

Extractive Industry, MNQ03

Laboratory Operations, PML99

Automotive Industry Retail, Service and Repair

Business Services, BSB01

Transport and Distribution, TDT02

Sea Food Industry, SFI04

Electrotechnology, UTE99

Property Development and Management, PRD01

National Public Services, PSP99

When reviewing the relevant section/s of this document, stakeholders need to confirm that the competencies are representative of the type of work carried out in their respective workgroups. The refinement of identifying the specific competencies to positions will be addressed in the transitional arrangements which will proceed outside the formal Award.

Following is the grading structure and the proposed task/competency alignments for each work group:

**COMPETENCY/GRADING ALIGNMENT CONSERVATION FIELD OFFICERS**

**Trainee**

Entry/induction training to align with achieving Grade 2 competencies.

**Grade 1**

Achievement of a selected number of Entry Level competencies required.

Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.

This grade equates to about half of Grade 2 requirements.

**Grade 2**

Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operational tasks.

Completion of competencies at this level predominantly fit with to national certificate AQF Level.

**Grade 3**

Achievement of limited number of operational competencies selected from a higher level.

Enables a worker to be recognised for specialisation which may not be required full-time.

Reflects work undertaken mainly at Level 2 with some additional competencies from Level Grade 3.

**Grade 4**

Achievement of additional competencies required.

Work at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.

Predominantly equates with national certificate AQF Level 3.

**Grade 5**

Achievement of additional competencies required.

Work at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills. Some work is from a higher level.

Predominantly equates to a higher positioned national certificate AQF Level 3.

**Grade 6**

Specialised competencies required to progress to this grade.

Work undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of broad unpredictable problems and skill in a range of areas with depth in some.

Work at this level equates to AQF Level 4 and reflects the application of technical skills to a range of situations.

**Grade 7**

Specialised competencies required to progress to this grade.

Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.

Predominantly equates with to a higher positioned national certificate AQF Level 4.

Trainee:

Entry/induction training to align with achieving Grade 2 competencies.

Completion of relevant induction training program to be confirmed in transitional arrangements.

Grade 1 Progression Criteria:

Achievement of a selected number of entry level competencies required.

Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.

This grade equates to about half of Grade 2 requirements.

The requirements for progression from Trainee to Grade 1 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

Grade 2 Progression Criteria:

Achievement of additional competencies required.

Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operation tasks.

Completion of competencies at this level align to national certificate AQF Level 2.

The requirements for progression from Grade 1 to Grade 2 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 3:

Achievement of limited number of operational competencies selected from a higher level.

Enables a worker to be recognised for specialisation which may not be required full-time.

Reflects work undertaken between Grade 2 and Grade 4.

The requirements for progression from Grade 2 to Grade 3 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

Grade 4:

Achievement of additional competencies required.

Work at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.

Aligns to national certificate AQF Level 3.

The requirements for appointment to Grade 4 are the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 5:

Achievement of additional competencies required.

Work at this level relates to the application of relevant theoretical knowledge and a range of well developed skills. Some work is from a higher level

Aligns to higher national certificate AQF Level 3.

The requirements for appointment to Grade 5 are the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 6:

Achievement of additional competencies required.

Work undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of unpredictable problems and skill in a broad range of areas with depth in some.

Aligns to national certificate AQF Level 4.

The requirements for appointment to Grade 6 are the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading.

Grade 7:

Achievement of additional competencies required.

Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.

Aligns to higher level national certificate AQF Level 4.

The requirements for appointment to Grade 7 are the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading

### Schedule 3 - Allowances

**Table A - Work Related Allowances**

(Subject to variations to Schedule C of the Crown Employees Wages Staff (Rates of Pay) Award)

Clause No.	Description and Authority	Amount 1st pp after 1.7.07 \$	Amount 1st pp after 1.7.08	Amount 1st pp after 1.7.09	Amount 1st pp after 1/7/10	Amount 1st pp after 1/7/11
9.6	Supervision Allowance	34.60 per week	35.98 per week	37.42 per week	38.92 per week	39.89 per week
16	First Aid Allowance	2.55 per day	2.65 per day	2.76 per day	2.87 per day	2.94 per day

**Table B - Expenses Related Allowances**

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

Clause No.	Description and Authority	Amount (wef 1.7.2011) \$
11.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	26.45 26.45 26.45
14.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	21.15 24.20 41.65
14.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer.	17.30 per day
14.4 (i)	Camping Allowance Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	28.55 per night 37.75 per night 9.00 per night
14.4 (ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	28.20 per night 4.70 per night

C. G. STAFF J.

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**CROWN EMPLOYEES DEPARTMENT OF FAMILY AND  
COMMUNITY SERVICES NSW (ABORIGINAL HOUSING AWARD)  
2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 146 of 2012)

Before The Honourable Mr Justice Staff

26 April 2012

**REVIEWED AWARD**

1. Delete the title of the award "Crown Employees (Aboriginal Housing Office) Award 2007" of the award published 14 March 2008 (365 I.G. 48) and insert in lieu thereof the following:

**CROWN EMPLOYEES DEPARTMENT OF FAMILY AND COMMUNITY SERVICES NSW  
(ABORIGINAL HOUSING AWARD) 2012**

2. Delete in subclause 3.3 "Director of Public Employment" of clause 3, Statement of Intent, and insert in lieu thereof the following:

"Director General of the Department of Premier and Cabinet"

3. Delete subclause 4.1 of clause 4, Work Environment, and insert in lieu thereof the following:

4.1 The AHO will meet its responsibilities with respect to the occupational health and safety of AHO employees in accordance with the *Work Health and Safety Act (2011)* and its associated regulations.

4. Delete subclause 7.1 of clause 7, Classifications and Salary Structures and insert in lieu thereof the following:

7.1 All AHO employees will be paid in accordance with the salary structures set out in the Crown Employees (Administrative and Clerical Officers - Salaries) Award 2007 and/or the Crown Employees (Public Sector - Salaries 2008) Award or their successors.

5. Delete subclause 8.3 of clause 8, Working Hours and insert in lieu thereof the following:

8.3 The following provisions shall be read and applied in conjunction with clause 11, Working Hours of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

6. Delete subclause 9.2 of clause 9, Leave and insert in lieu thereof the following:

9.2 Leave will be authorised and supported in accordance with clauses 67 to 84 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its replacement.

7. Delete the first paragraph in subclause 9.4 of clause 9, and insert in lieu thereof the following:

9.4 Flexible working hours as defined in clause 21 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 are varied as follows:

8. Delete the second paragraph in clause 12, Review Clause and insert in lieu thereof the following:

Employees are entitled to the conditions of employment provided by this award and by the *Public Sector Employment and Management Act 2002* and the *Public Sector Employment and Management Regulation 2009*. The provisions of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* or any replacement award, also apply to employees covered by this award, except where specifically varied by this award.

9. Delete subclause 13, Area, Incidence and Duration and insert in lieu thereof the following:

**13. Area, Incidence and Duration**

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 26 April 2012,

Changes made to this Award subsequent to it first being published on 14 March 2008 have been incorporated into this Award as part of the review.

C.G. STAFF J

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(1361)

SERIAL C7831

## ENTERTAINMENT AND BROADCASTING INDUSTRY - LIVE THEATRE AND CONCERT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 267 of 2012)

Before The Honourable Mr Justice Staff

20 April 2012

### REVIEWED AWARD

1. Delete Table 2 - Other Rates and Allowances of Part 9 - Monetary Rates, of the award published 26 December 2008 (366 I.G. 1546) and the award reprinted 27 January 2012, and insert in lieu thereof the following:

**Table 2 - Other Rates and Allowances**

The allowances in Table 2 of this Award have been increased up to the CPI December Quarter 2011 for each relevant subgroup, effective on and from 20 April 2012.

Item No.	Clause No.		CPI Classification	Total. min per wk from FFPP after 19/09/09 \$	Total. min per wk from FFPP after 20/04/12 \$
1	20.1.1	Heads of Department Supplying Own tools	work related	8.62	8.99
2	20.1.1	Other Employees providing basic tools	work related	0.90	0.94
3	20.2	Laundry Allowance - Blouses and Shirts	clothing and shoe repair	2.80	2.87
4	20.2	Laundry Allowance - Other Garments	clothing and shoe repair	7.27	7.46
5	20.2	Laundry Allowance - Other than weekly employees	clothing and shoe repair	2.24	2.29
6	20.2	Laundry Allowance - Other Employees Maximum per week	clothing and shoe repair	10.12	10.38
7	20.3	Front of House - Shoes other than black	clothing and shoe repair	2.06	2.11
8	20.3	Front of House - Shoes other than black maximum per week	clothing and shoe repair	5.26	5.40
9	20.4.1 (a)	Costume more unusual than reasonably necessary engaged by the week	clothing and shoe repair	7.88	8.09
10	20.4.1 (b)	Costume more unusual than reasonably necessary - other than engaged by the week	clothing and shoe repair	1.57	1.61
11	20.5.1	Allowance per recording	work related	103.36	107.75
12	23.5	Meal Allowance	meal cpi	7.87	8.40
13	23.6	Meal Allowance	meal cpi	11.97	12.79
14	34.8.2	Travel period less than one week	accommodation	133.46	151.10
15	34.8.3	Travel period greater than one week - per week	accommodation	466.20	527.83
16	34.8.3	Travel period greater than one week - per night	accommodation	93.26	105.59

17	38.8.6 (a)	Cash Allowance per week	accommodation	466.20	527.83
18	38.8.6 (b)	Cash Allowance per night	accommodation	93.26	105.59
19	34.9	Meals - per day	meal cpi	43.92	46.88
20	34.9	Meals - maximum per week	meal cpi	219.60	234.42
21	34.10	Incidentals - per day	expense meal	13.46	14.37
22	34.10	Incidentals - maximum per week	expense meal	67.28	71.83

2. Delete Table 3 - Reimbursement of Expenses, of Part 9 and insert in lieu thereof the following:

(Clause 34.8.4(b))

The allowances in Table 3 of this Award have been increased up to the State Wage Case Decision of 2010, effective on and from 20 April 2012.

**Table 3 - Reimbursement of Expenses**

Destination	Amount from first full pay period after 19/08/08 \$	Amount from first full pay period after 13/09/08 \$	Amount from first full pay period after 19/09/09 \$	Amount from first full pay period after 20/04/12 \$
	2005-3% 2006-4%	2007-4%	2008-4%	2009-2.8% 2010-4.25%
Sydney and Melbourne	869.60	904.38	940.56	1007.99
Adelaide, Hobart, Perth and Brisbane	657.72	684.03	711.39	762.39
Canberra	766.93	797.61	829.51	888.98
Other Places	599.50	623.48	648.42	694.91

3. The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 20 April 2012.

C.G. STAFF J

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## HEALTH EMPLOYEES' CONDITIONS OF EMPLOYMENT (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 172 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

### REVIEWED AWARD

1. Delete Clause 1, Arrangement of the award published 27 March 2009 (367 I.G. 787) and insert in lieu thereof the following:

#### 1. Arrangement

Clause No.	Subject Matter
21	Accommodation and Amenities
16	Annual Leave
27	Anti-Discrimination
48	Area, Incidence and Duration
1	Arrangement
7	Board and Lodging
31	Blood Count
36	Child Care
5	Climatic and Isolation Allowance
2	Definitions
26	Dispute Resolution
13	Excess Fares and Travelling Time
40	Exemptions
28	Family and Community Services Leave and Personal/Carer's Leave
3	Hours
47	Induction and Orientation
32	Infectious Cleaning
22	Inspection of Lockers of Employees
33	Labour Flexibility
17	Long Service Leave
41	Maternity, Adoption and Parental Leave
14	Meals
25	New Classifications
30	Notice Board
10	On Call
9	Overtime
19	Payment and Particulars of Salary
11	Penalty Rates for Shift Work & Weekend Work
6	Permanent Part-Time and Part-Time Employees
24	Promotions and Appointments
15	Public Holidays
46	Reasonable Hours
8	Relieving Other Members of Staff
39	Removal Expenses
4	Roster of Hours

45	Salary Packaging
44	Salary Sacrifice to Superannuation
18	Sick Leave
12	Special Working Conditions
42	Study Leave
38	Telephone Allowance
34	Teleworking
20	Termination of Employment
43	Trade Union Leave
29	Union Representative
37	Union Subscriptions
23	Uniforms and Protective Clothing
35	Workforce Review

## PART B - MONETARY RATES

Table 1 - Other Rates and Allowances

2. Delete the definition "Director-General" appearing in clause 2, Definitions, and insert in lieu thereof the following:

"Director-General" means the Director-General of the Ministry of Health.

3. Delete definition of "Public Health Organisation" appearing in the said clause 2, and insert in lieu thereof the following:

"Public Health Organisation" means an organisation defined in section 7 of the Health Services Act, 1997 as follows:

- (a) a Local Health District
- (b) a statutory health corporation, or
- (c) an affiliated health organisation in respect of its recognised establishments and recognised services,

and for the purposes of this Award, also includes the Public Health System Support Division of the NSW Health Service.

4. Delete the definition of "Union" appearing in the said clause 2, and insert in lieu thereof the following:

"Union" means HSUEast.

5. Delete subclause (x) in clause 9, Overtime, and insert in lieu thereof the following:

- (x) An employee recalled to work overtime as prescribed by subclause (iv), of this clause shall be paid all fares and expenses reasonably incurred in travelling to and from her/his place of work.

Provided further that where an employee elects to use her/his own mode of transport, he/she shall be paid an allowance equivalent to the Transport Allowance as provided by Determination made under the Health Services Act, 1997 as varied from time to time.

6. Delete paragraph (b) of subclause (v) of clause 12, Special Working Conditions, and insert in lieu thereof the following:

- (b) Employees regularly required to perform work on sewerage works and grease traps or other duties considered offensive by the Ministry of Health, shall be paid an allowance at the rate as set out in Item 15 of Table 1 per week. The allowance is not automatically adjusted in the future.

7. Delete paragraph (d) of subclause (viii) of the said clause 12, and insert in lieu thereof the following:

- (d) Height Money - Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid as set out in Item 22 of Table 1 per hour extra. Height shall be calculated from where it is necessary for the employee to place his/her hands or tools in order to carry out the work to such ground, floor, deck or water. For the purpose of this subclause, deck or floor means a substantial structure which, 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 Act 2011.
8. Delete subparagraph (3) of paragraph (q) of subclause (viii) of the said clause 12, and insert in lieu thereof the following:
- (3) 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 and in addition protective clothing shall be supplied where recommended by the Ministry of Health.
9. Delete paragraph (d) of subclause (ii) of clause 13, Excess Fares and Travelling, and insert in lieu thereof the following:
- (d) Where the employee is required to report to an alternative place of work and has the prior approval of the employer to travel by his/her own mode of conveyance, the employee shall be paid a kilometre allowance for kilometres travelled in excess of the kilometres the employee normally travels between the accustomed place of work and home. The kilometre allowance will be as prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award.
10. Delete paragraph (b) of subclause (iv) of the said clause 13, and insert in lieu thereof the following:
- (iv)
- (a) The provisions of this clause shall not apply to an employee appointed to regularly perform relief duties or to employees specifically employed to perform duties at more than one place of work except as provided in paragraph (b) hereunder of this subclause.
- (b) If a reliever incurs fares in excess of \$5.00\* per day in travelling to and from the relief site, the excess shall be reimbursed.
- \* Where a reliever, with the prior approval of the employer, travels by his/her own mode of conveyance and incurs travelling costs in excess of \$5.00 per day to and from the relief site, such excess shall be reimbursed. The rate applicable shall be the kilometre allowance prescribed from time to time by the Crown Employees (Public Service Conditions of Employment) Award, less \$5.00.
11. Delete subclause (iv) of Clause 14, Meals, and insert in lieu thereof the following:
- (iv) The meals referred to in sub-clauses (ii) and (iii) of this clause shall be allowed to the employee free of charge. Where the employer is unable to provide such meals an allowance as set out in Item 44 of Table 1 of Part B shall be paid to the employee concerned. This allowance shall be varied as the rates are varied from time to time by the Crown Employees (Public Service Conditions of Employment) Award.
12. Delete paragraph (b) of subclause (i) of clause 15, Public Holidays, and insert in lieu thereof the following:
- (b) For the purpose of this clause the following shall be deemed public holidays, viz.: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Anzac Day, Queen's Birthday, Labour Day, and any other standard public holiday declared under Section 4 of Part 2 of the Public Holidays Act 2010.
13. Delete clause 47, No Extra Claims and renumber subsequent clauses accordingly.

14. Delete renumbered clause 48, Area, Incidence and Duration, and insert in lieu thereof the following:

**48. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Health Employees Conditions of Employment (State) Award published 24 February 2006 (357 IG 424) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained in the following so listed awards, employed in the NSW Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes, excluding the County of Yancowinna.

Health Employees' (State) Award

Health Employees' General Administrative Staff (State) Award

Health Employees' Administrative Staff (State) Award

Health Employees' Technical (State) Award

Health Employees' Engineers (State) Award

Health Employees' Pharmacists (State) Award

Health Employees' Medical Radiation Scientists (State) Award

Health Employees' Computer Staff (State) Award

Health Managers (State) Award

Health Employees' Interpreters (State) Award

Public Hospital Residential Services Assistant (State) Award

NSW Health Service Health Professionals (State) Award in relation to Diversional Therapists and Orthotists/Prosthetists only.

- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 16 April 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.
15. deleting the amount of \$25.80 appearing against Item 44 in Table 1, Other rates and Allowances of Part B, Monetary Rates and inserting in lieu thereof the amount of \$26.45.

C.G. STAFF J

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## LOCAL GOVERNMENT (ELECTRICIANS) (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 282 of 2012)

Before The Honourable Mr Justice Staff

20 April 2012

### REVIEWED AWARD

1. Delete in paragraph (a) the wording "1 □" of subclause (ii) of clause 15, Meal Breaks and Allowances for Overtime Work, of the award published 30 November 2007 (364 I.G. 453) and insert in lieu thereof the following:

"1 1/2"

2. Delete paragraph two of clause 39, Area, Incidence and Duration, and insert in lieu thereof the following:

This award was reviewed under section 19 of the *Industrial Relations Act 1996* and in accordance with the Principles of Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (359 I.G. 310), and take effect from 20 April 2012.

C. G. STAFF J.

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**OPERATIONAL AMBULANCE MANAGERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 187 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

**REVIEWED AWARD**

1. Delete the definition "The Department" appearing in clause 4, Definitions, of the award published 11 February 2011 (371 I.G. 85) and insert in lieu thereof the following:

"The Ministry" means the Ministry of Health.

2. Delete the definition "Service" appearing in the said clause 4, and insert in lieu thereof the following:

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service as a servant of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service as a servant of the Commission on and from 1 January 1977 and continuous service as a servant of the Corporation on and from 17 August 1982 and continuous service with the NSW Department of Health on and from 17 March 2006, and continuous service with the Ministry of Health on and from 5 October 2011.

3. Delete subclause (a) in clause 12, Public Holidays, and insert in lieu thereof the following:

- (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day and any other standard public holiday declared under section 4 of part 2 of the Public Holiday Act 2010.

4. Delete clause 17, Travel Allowance, and insert in lieu thereof the following:

**17. Travel Allowances**

Employees shall be granted travelling allowances on such terms and conditions prescribed by the Ministry's Policy Directive 2009\_016 Travel - Official or its subsequent replacements.

5. Delete clause 23, Family & Community Services Leave and Personal/Carer's Leave, and insert in lieu thereof the following:

**23. Family and Community Services Leave and Personal/Carer's Leave**

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of the Ministry's Policy Directive 2007\_031 Family and Community Services Leave and Personal/Carer's Leave or its subsequent replacements.

6. Delete clause 26, Trade Union Leave, and insert in lieu thereof the following:

**26. Trade Union Leave**

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by the Ministry's Policy Directive 2006\_097 Trade Union Activities or its subsequent replacements.

7. Delete clause 30, Redundancy-Managing Displaced Employees, and insert in lieu thereof the following:

**30. Redundancy-Managing Displaced Employees**

Employees shall be entitled to the provisions of the Ministry's Policy Directive 2007\_085 Managing Displaced Staff of the NSW Health Service or its subsequent replacement.

8. Delete subclause (j) of clause 33, Issues Resolution, and insert in lieu thereof the following:
- (j) All matters in dispute arising out of the application of this Award may be referred to a Disputes Committee consisting of not more than six (6) members with equal representation of the Ministry and the Union. Such Committee shall have the power to investigate all matters in dispute and report to the Ministry and the Union, respectively, with such recommendation as it may think right and in the event of no mutual decision being arrived at by the Committee, the matter in dispute may be referred to the Industrial Relations Commission of N.S.W.
9. Delete subclause (b) of clause 36, Leave Reserved and No Extra Claims, and insert in lieu thereof the following:
- (b) The Award arrangements for Operations Centres, including a new Award, classification structures, rates of pay and conditions of employment.

No additional claims to the Award can be pursued during the life of the 2010 Memorandum of Understanding between the Ministry and the Union, which ceases on 30 June 2014, excepting the matters in (a) and (b) above. Following the expiry of the Memorandum on 30 June 2014, the parties are entitled to pursue variations to salaries, salary related allowances and conditions of employment from 1 July 2014 onwards, which may include instituting proceedings before the Commission if the parties are unable to achieve agreement.

10. Delete clause 37, Area, Incidence and Duration, and insert in lieu thereof the following:

**37. Area, Incidence and Duration**

- (a) This Award rescinds and replaces the Operational Ambulance Managers (State) Award published 26 June 2009 (368 I.G. 527) and all variations thereof.
- (b) This Award shall apply to persons employed in classifications contained herein employed by the Ambulance Service of New South Wales.
- (c) This Award takes effect from 24 December 2010 and shall remain in force for a period of three years.
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 16 April 2012.

C.G. STAFF J

**OPERATIONAL AMBULANCE OFFICERS (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 188 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

**REVIEWED AWARD**

1. Delete the definition "The Department" appearing in clause 4, Definitions, of the award published 11 February 2011 (371 I.G. 114) and insert in lieu thereof the following:

"The Ministry" means the Ministry of Health.

2. Delete the definition "Service" appearing in the said clause 4, and insert in lieu thereof the following:

"Service" means continuous service with one or more District Committees prior to 13 April 1973, and continuous service as a servant of the New South Wales Ambulance Board on and from 13 April 1973, and continuous service as a servant of the Commission on and from 1 January 1977 and continuous service as a servant of the Corporation on and from 17 August 1982 and continuous service with the NSW Department of Health on and from 17 March 2006, and continuous service with the Ministry of Health on and from 5 October 2011.

3. Delete clause 12, Allowance and Classification Arrangement, and insert in lieu thereof the following:

**12. Allowance and Classification Arrangements**

- (a) An employee who is paid an allowance or at a classification for which there is a certification or qualification requirement, will cease to have an entitlement to such payment if the employee:
  - (i) Fails to successfully complete further instruction/in service courses and/or certification examinations as required by the Service every three years or;
  - (ii) Elects not to undertake further instruction/in service courses and/or certification examinations as required by the Service every three years.
  - (iii) Applies for and obtains a transfer to a position which is not a nominated position requiring such skills.
- (b) Payment of shift penalties and other work related allowances or payments to employees subject to misconduct/disciplinary inquiries will be made on the terms and conditions prescribed by the Ministry's Policy Directive 2005\_095

4. Delete subclause (c) of clause 14, Travelling Time and Expenses, and insert in lieu thereof the following:

- (c) Where an employee, with the prior approval of the Service, travels by the employee's own motor vehicle, the employee shall be paid the casual journey rate as prescribed by the Crown Employees (Public Sector Conditions of Employment) Award, as amended from time to time, for all kilometres travelled in excess of the kilometres that the employee would normally travel between the employee's usual place of residence and the ambulance station designated as his or her base station and return to such residence.

5. Delete subclause (c) of clause 16, Relieving Other Members of Staff, and insert in lieu thereof the following:
  - (c) If accommodation at no charge is not available to the relieving employee, accommodation costs will be met by the Service directly with the provider. In the unusual circumstance that the employee pays the cost of the accommodation they will be entitled to the reimbursement of accommodation expenses as per the Ministry's Policy Directive on Travel (Policy Directive 2009\_016)
6. Delete subclauses (d) and (e) of clause 19, Salary Packaging, and insert in lieu thereof the following:
  - (d) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
  - (e) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health districts is subject to prevailing Australian taxation laws.
7. Delete subclause (a) of clause 28, Public Holidays, and insert in lieu thereof the following:
  - (a) For the purpose of this clause, the following shall be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day and Boxing Day, and any other standard public holiday declared under section 4 of part 2 of the Public Holiday Act 2010.
8. Delete clause 31, Family & Community Services Leave and Personal/Carer's Leave, and insert in lieu thereof the following:

### **31. Family and Community Services Leave and Personal/Carer's Leave**

Employees shall be granted family and community services leave and personal/carer's leave in accordance with the provisions of the Ministry's Policy Directive 2007\_031 Family and Community Services Leave and Personal/Carer's Leave or its subsequent replacements

9. Delete clause 34, Trade Union Leave, and insert in lieu thereof the following:

### **34. Trade Union Leave**

Employees shall be granted Trade Union Leave on such terms and conditions prescribed by the Ministry's Policy Directive 2006\_097 Trade Union Activities or its subsequent replacements.

10. Delete subclause (c) of clause 38, Accommodation, and insert in lieu thereof the following:
  - (c) Rental for all other employees will be subject to such terms and conditions prescribed by the Ministry's Policy Directive 2005\_089.
11. Delete subclause (c) of clause 46, Leave Reserved and No Extra Claims" , and insert in lieu thereof the following:

- (c) Review of allowance for undertaking a paid crib break away from Station.

No additional claims to the Award can be pursued during the life of the 2010 Memorandum of Understanding between the Ministry and the Union, which ceases on 30 June 2014, excepting those listed in (a) to (c) above. Following the expiry of the Memorandum on 30 June 2014, the parties are entitled to pursue variations to salaries, salary related allowances and conditions of employment for 1 July 2014 onwards, which may include instituting proceedings before the Commission if the parties are unable to achieve agreement.

12. Delete clause 47, Area, Incidence and Duration, and insert in lieu thereof the following:-

**47. Area, Incidence and Duration**

- (a) This Award rescinds and replaces the Operational Ambulance Officers (State) Award published 26 June 2009 (368 I.G. 556) and all variations thereof.
- (b) It shall apply to all employees, as defined in this Award, employed by the Ambulance Service of New South Wales, excluding the County of Yancowinna, and shall regulate the terms and conditions of employment of such employees.
- (c) This Award takes effect from 24 December 2010 and shall remain in force for a period of three years.
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 16 April 2012.

C.G. STAFF J

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## PRIVATE HEALTH AND CHARITABLE SECTOR EMPLOYEES SUPERANNUATION (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 274 of 2012)

Before The Honourable Mr Justice Staff

12 April 2012

### REVIEWED AWARD

1. Delete the clause 2, Parent Awards of the award published 27 January 2012 (372 I.G. 668) and insert in lieu thereof the following:

#### 2. Parent Awards

This award shall be read in conjunction with the following parent awards Charitable Sector, Aged and Disability Care Services (State) Award; Charitable, Aged and Disability Care Services (State) Award; Nursing Home Professional Employees (State) Award; Charitable Institutions (Professional Paramedical Staff) (State) Award; or any replacements thereof.

2. Delete the subclause (v) of clause 3, Definitions and insert in lieu thereof the following:

(v) "Union" shall mean HSUEast.

3. Delete subclause (d) of clause 4, Superannuation Contributions and insert in lieu thereof the following:

(d) Said sum shall not be in addition to any superannuation payment currently being made by the employer in respect of the employee under the Wage Fixation principle as set down, from time to time, by Fair Work Australia. Provided that such existing payment is as a consequence of an industrial award or agreement registered with Fair Work Australia or the Industrial Relations Commission of New South Wales.

Provided also that if such existing payment is less than that otherwise provided by this Award then the employer shall pay an additional sum so that the payment is so equal. Provided also that the burden of proof in showing such existing payment shall be on the employer.

4. Delete the clause 7, Area, Incidence and Duration, and insert in lieu thereof the following:

#### 7. Area, Incidence and Duration

- (i) This award was made following a review under s.19 of the Industrial Relations Act 1996.
- (ii) This award rescinds and replaces the Private Hospital and Nursing Homes Professional Employees Superannuation (State) Award published 19 January 1990 (254 IG 297); Private Health Industry Employees Superannuation (State) Award published 19 January 1990 (254 IG 291); and the Charitable Institutions (Professional Employees) Superannuation (State) Award, published 14 June 1989 (252 IG 847).
- (iii) This award shall apply to employed under the Charitable Sector, Aged and Disability Services (State) Award; Charitable, Aged and Disability Services (State) Award; Nursing Homes Professional Employees (State) Award; Charitable Institutions (Professional Paramedical Staff) (State) Award.

- (iv) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 12 April 2012.
- (v) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C.G. STAFF *J*

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**PRIVATE HOSPITALS, AGED CARE AND DISABILITY SERVICES  
INDUSTRY (TRAINING) (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 276 of 2012)

Before The Honourable Mr Justice Staff

12 April 2012

**REVIEWED AWARD**

1. Delete the definition "Parent Award" in clause 2, Definitions, of the award published 27 January 2012 (372 I.G. 680) and insert in lieu thereof the following:

"Parent Award" means the Charitable Sector Aged and Disability Care Services (State) Award-2003, the Charitable Aged and Disability Care Services (State) Award, the Charitable Institution (Professional Paramedical Staff) (State) Award, or any subsequent award which varies or replaces the above Awards, and/or an Enterprise Agreement of the Commission, which apply or would have applied to the trainee but for the operation of these awards.

2. Delete the definition "Relevant Union" in clause 2, Definitions, and insert in lieu thereof the following:

"Relevant Union" means HSUeast.

3. Delete the definition "Relevant NSW Training Authority" in clause 2, Definitions, and insert in lieu thereof the following:

"Relevant NSW Training Authority" means the Department of Education and Communities, or successor organisations.

4. Delete subclause (e) of clause 5, Training Conditions, and insert in lieu thereof the following:

(e) Training shall be directed at:

- (i) the achievement of key competencies required for successful participation in the workplace where these have not previously been achieved (eg, literacy, numeracy, problem solving, team work, using technology) and as are proposed to be included in the Australian Quality Training Framework, Certificates at Level 1, or future qualifications at Level 1, as determined from time to time by the Australian National Training Authority and/or the Relevant NSW Training Authority

This could be achieved through foundation competencies which are part of endorsed competencies for an industry or enterprise.

- (ii) The achievement of competencies required for successful participation in an industry or enterprise (where there are endorsed national standards these will define these competencies), as are proposed to be included in the Australian Quality Training Framework, Certificates at Level 2, or future qualifications at Level 2, as determined from time to time by the Australian National Training Authority and/or the Relevant NSW Training Authority.

5. Delete subclause (d) of clause 8, Grievance and Dispute Procedures and insert in lieu thereof the following:
- (d) An employee or employees may be represented by HSUeast or other appropriate person, and the Employer by an industrial organisation, at any stage of these procedures.
6. Delete clause 11, Area, Incidence and Duration, and insert in lieu thereof the following:

**11. Area, Incidence and Duration**

- (i) This Award shall apply to all classes of Trainees who would ordinarily be covered by the Relevant Award.
- (ii) This award rescinds and replaces the Charitable Sector Aged and Disability Care Services Jobskills (State) Award published 16 December 1994 (282 I.G.1317) and all variations thereof; the Charitable Sector Aged and Disability Care Services (Training Wage) (State) Award published 25 September 1998 (306 I.G. 817) and the Aged Care General Services (Training Wage) (State) Award published 28 May 1999 (309 I.G. 493) and all variations thereof.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 12 April 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

C. G. STAFF J.

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**PUBLIC HOSPITAL (MEDICAL OFFICERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 192 of 2012)

Before The Honourable Mr Justice Staff

26 April 2012

**REVIEWED AWARD**

1. Delete the definition "Director of Public Employment" appearing in clause 1, Definitions, of the award published 24 April 2009 (367 I.G. 1300).
2. Delete the definition "Director-General" appearing in the said clause 1, and insert in lieu thereof the following:

"Director-General" means the Director-General of the Ministry of Health.

3. Delete the definition "Health Service" appearing in the said clause 1, and insert in lieu thereof the following:

"Health Service" means a Local Health District constituted under section 8 of the Health Services Act 1997, a Statutory Health Corporation constituted under section 11 of that Act, and an Affiliated Health Organisation constituted under section 13 of that Act.

4. Delete definition of "Higher Medical Qualifications" in clause 1, Definitions, and insert in lieu thereof the following:

"Higher Medical Qualifications" means such qualifications obtained by a medical practitioner subsequent to graduation and includes:

- (i) post-graduate university degrees and diplomas recognised by the Medical Board of Australia as qualifications, or
- (ii) membership or fellowship of the Royal College or Royal Australasian College of Physicians or fellowship of the Royal College or Royal Australasian College of Surgeons or membership or fellowship of the Royal College of Obstetricians and Gynaecologists, or
- (iii) such other post-graduate qualifications obtained by examination and recognised by the Medical Board of Australia and acceptable to the employer, including fellowship of the Royal Australian College of General Practitioners.

5. Delete the definition "Intern" appearing in the said clause 1, and insert in lieu thereof the following:

"Intern" means a medical officer serving in a hospital prior to obtaining full registration with the Medical Board of Australia pursuant to the Health Practitioner Regulation National Law Act.

6. Delete the definition "Registrar" appearing in the said clause 1, and insert in lieu thereof the following:

"Registrar" means a medical officer who:

- (i) has had at least three years' experience in public hospital service as defined under this award or any lesser period acceptable to the Ministry of Health, and

- (ii) is appointed as a registrar by a hospital, and
  - (iii) is occupying a position of registrar in an established position as approved by the employer.
7. Delete the definition "Union" appearing in the said clause 1, and insert in lieu thereof the following:

"Union" means HSUeast

8. Delete subclause (i) of clause 7, Part-Time Employees, and insert in lieu thereof the following:
- (i) Medical officers engaged on a part time basis as at 1 June 1993 under the provisions of Agreement No 1 of 1975 made in accordance with section 40BA of the Public Hospitals Act 1929, were able to elect to be employed as part time employees under the provisions of this clause. Part time employees who did not make such an election continue to be subject to the provisions of Agreement No. 1 of 1975 (see Ministry of Health Policy Directive PD2005\_474) in lieu of the provisions of this clause.
9. Delete clause 10, Meal Breaks, and insert in lieu thereof the following:

#### **10. Meal Breaks**

The principles to be applied by the employer in relation to meal breaks for Resident Medical Officers are outlined in Ministry of Health Circular No. 88/251.

Day Shifts - Monday to Friday

- (i) In the interests of patient care and the health and welfare of medical staff, officers must have a break from duty for the purpose of taking a meal.
- (ii) There shall be a uniform meal break of 30 minutes except where locally agreed arrangements for a longer period are made (which shall not exceed one hour).
- (iii) If officers are required to work during their meal break they shall be paid for the time worked.
- (iv) Medical Administrators are to establish simple and effective procedures in consultation with officers to record when staff are required to work through their meal break and to ensure that payment is made.

Shifts Other than Day Shifts - Monday to Friday

The arrangements outlined in Circular No. 83/250 of 19 August, 1983 in relation to meal breaks during shifts other than Day Shifts, Monday to Friday, will continue to apply.

10. Delete the "Notation" clause appearing at end of clause 14, Annual Leave, and insert in lieu thereof the following:

NOTATION: The conditions under when the annual leave loading shall be paid to officers are the same as generally applied through circulars issued by the Ministry of Health.

11. Delete subclauses (i) and (ii) of clause 26, Travelling Allowance, and insert in lieu thereof the following:
- (i) An officer seconded to another hospital may be granted a daily travel allowance at the rate of the difference between the cost of travel by public transport to his/her normal place of employment and travel by public transport to the seconding hospital. Provided that where an officer drives his/her own vehicle, he/she shall, in lieu, be eligible for a mileage allowance equivalent to the "Transport Allowance" as determined under the Health Services Act 1997 from time to time, for the difference between the distance to his/her normal place of employment and the distance to the seconding hospital.
  - (ii) An officer who, with the approval of the employer, uses on official business, a motor vehicle maintained primarily for other than official business, shall be paid the above-mentioned mileage allowance from

time to time effective. However, where it is estimated that an officer will, with the approval of the employer, be required to use his/her private vehicle on official business on at least 50 days during any period of 12 months and during that period aggregate at least 850 kilometres of official running, he/she shall be paid at the "Official Business Rate" prescribed by clause 36 of the Crown Employees (Public Service Conditions of Employment) Award 2009 at the rate in force from time to time throughout the year.

12. Delete clause 32, Redundancy - Managing Displaced Employees insert in lieu thereof the following:

**32. Redundancy - Managing Displaced Employees**

Employees shall be entitled to the provisions of Ministry of Health Policy Directive 2007\_085 - Managing Displaced Staff of the NSW Health Service, as amended from time to time.

13. Delete subclauses (iv) and (v) of clause 33, Salary Packaging, and insert in lieu thereof the following:

- (iv) The salary packaging scheme utilises a fringe benefit taxation exemption status conferred on public hospitals and local health districts, which provides for a fringe benefit tax exemption cap of \$17,000 per annum. The maximum amount of fringe benefits-free tax savings that can be achieved under the scheme is where the value of benefits when grossed-up, equal the fringe benefits exemption cap of \$17,000. Where the grossed-up value exceeds the cap, the employer is liable to pay fringe benefits tax on the amount in excess of \$17,000, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
- (v) The parties agree that the application of the fringe benefits tax exemption status conferred on public hospitals and local health district is subject to prevailing Australian taxation laws.

14. Delete clause 36, Area, Incidence and Duration, and insert in lieu thereof the following:

**36. Area, Incidence and Duration**

- (i) This Award rescinds and replaces the Public Hospital Medical Officers (State) Award published 24 April 2009 (367 IG 1300) and all variations thereof.
- (ii) This Award shall apply to persons employed in classifications contained herein employed in the New South Wales Health Service under section 115(1) of the Health Services Act 1997, or their successors, assignees or transmittes.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act, 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of NSW on 28 April 1999 (310 I.G. 359) take effect on 26 April 2012.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.
15. Delete the three amounts of \$25.80 appearing in Item 2 of Part B, Table 1 - Allowances and Other Rates, and replace with the amounts of \$26.45 respectively.
16. Delete Schedule 1 and insert in lieu thereof the following:

**SCHEDULE 1**

Albury Base Hospital

Armidale and New England Hospital

Bathurst Base Hospital

Bega Hospital

Broken Hill Hospital

Coffs Harbour Hospital

Dubbo Base Hospital

Goulburn Base Hospital

Grafton Base Hospital

Griffith Hospital

Lismore Base Hospital

Orange Base Hospital

Port Macquarie Base Hospital

Shoalhaven Memorial Hospital

Tamworth Rural Referral hospital

Taree Manning Base Hospital

Tweed Heads District Hospital

Wagga Wagga Base Hospital

C.G. STAFF *J*

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## STATE TRANSIT AUTHORITY OF NEW SOUTH WALES FERRIES (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 260 of 2012)

Before The Honourable Mr Justice Staff

24 April 2012

### REVIEWED AWARD

#### PART A

##### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Engagement and Dismissal
4.	Hours
5.	Wages
6.	Overtime, Saturdays and Sundays
7.	Special Rates for Outside Work
8.	Night and/or Shift Rates
9.	Annual Leave
10.	Public Holidays
11.	Sick Leave
12.	Stand By on Sunday and Public Holidays
13.	Rosters
14.	Equalisation of Weekend Work
15.	Casual General Purpose Hands (Shipkeepers)
16.	Payment of Wages
17.	Uniforms and Protective Clothing
18.	Amenities, Crib Break, Meal Allowances, etc.
19.	Travelling Allowances
20.	Extra Duties and Special Work
21.	Time Allowance
22.	Long Service Leave
23.	Personal/Carer's Leave
24.	Bereavement Leave
24A.	Parental Leave
25.	Dispute Settling Procedure
26.	Anti-Discrimination
27.	Deduction of Union Membership Fees
28.	Area, Incidence and Duration

#### PART B

Table 1 - Wages

Table 2 - Other Rates and Allowances

## 2. Definitions

- 2.1 "Afternoon Shift" means any shift finishing after 6 pm and at or before midnight.
- 2.2 "Coxswain" shall mean any person holding licences as a Marine Motor Driver and Coxswain, or certificates of a higher grade, who is engaged or employed as such.
- 2.3 "Day Shift" means any shift commencing before 6.30 am.
- 2.4 "Employer" means Sydney Ferries Corporation and the State Transit Authority of New South Wales."
- 2.5 "General Purpose Hand" shall mean any person other than a master, coxswain and engineer, assisting on or about a ferry howsoever engaged.
- 2.6 "Hour" means one thirty-eighth of a working week.
- 2.7 "Night Shift" means any shift finishing subsequent to midnight and at or before 8 am.
- 2.8 "Union" means the Seamens' Union of Australia, New South Wales Branch
- 2.9 "Weekly employee" means an employee engaged by the week and paid fortnightly.

## 3. Engagement and Dismissal

- 3.1 All employment, except in the case of casuals, shall be by the week, and such employment may be terminated by two weeks' notice given on any day by the Employer or by the employee, or by the payment or forfeiture of two week's wages in lieu of notice (as the case may be).
- 3.2 This clause shall not affect the right of the Employer to dismiss an employee, without any notice, for wilful and serious misconduct or neglect of duty.

## 4. Hours

- 4.1 The ordinary hours of work shall be an average of 38 hours per week in a work cycle, to be arranged on the basis of not more than 80 hours in a fortnight, nor more than 44 hours in a week.
- Excess ordinary time worked in a work cycle shall be accrued leisure time, which will be cleared by a rostering arrangement.
- 4.2 Time worked on a Sunday shall not count as ordinary time.
- 4.3 A working day shall consist of not less than six consecutive hours and not more than eleven consecutive hours except by arrangement between the Employer and the Union.
- 4.4 Any boat working more than eleven hours on a Sunday or any of the holidays specified in Clause 8, public holidays, of this award, shall work the period in two shifts except by agreement between the Employer and the Union.
- 4.5 Employees working at depots on shore work shall work forty hours per week, in five days, Monday to Friday inclusive, between the hours of 7.30am and 4 pm.

## 5. Wages

- 5.1 Adults - The minimum weekly rates of pay are set out in Table 1 - Wages, of Part B, Monetary Rates, of this award.
- 5.2 Junior - The minimum rates of pay for general purpose hands shall be calculated as the following percentages of the minimum weekly rate of pay for a deckhand. Such rate shall be calculated to the nearest 10 cents, any broken part of ten cents less than five cents to be disregarded.



	Per cent
At 16 years and under 17 years of age	50
At 17 and under 18 years of age	60

5.3 General purpose hands at 18 years of age shall be entitled to the full adult rate of pay.

5.4 The rates of pay in this award include the adjustments payable under the State Wage Case 2003 and 2004. These adjustments may be offset against:

5.4.1 any equivalent over-award payments; and/or

5.4.2 Award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

### **6. Overtime, Saturdays and Sundays**

- 6.1 All time worked in excess of 11 hours on any shift shall be paid at the rate of double time. All time worked in excess of 80 hours in a fortnight, or 44 hours in a week, shall be paid at the rate of time and one-half for the first two hours and double time thereafter: Provided that all time worked before the ordinary starting time or after the ordinary finishing time shall be overtime paid at the rate of time and one-half for the first two hours and double time thereafter.
- 6.2 All time worked on a rostered day off shall be paid for at the rate of time and one-half for the first two hours and at the rate of double time thereafter.
- 6.3 All time worked during the ordinary hours of work between 12 midnight Friday and 12 midnight Saturday shall be paid for at the rate of time and one half.
- 6.4 For all time worked on a Saturday on which the employee has been rostered off, double time shall be paid.
- 6.5 All time worked on a Sunday shall be paid for at double time in addition to the employee's ordinary weeks wages.
- 6.6 An employee recalled to work overtime after leaving his or her Employer's premises, whether notified before or after leaving such premises, shall be paid for a minimum of six hours' work at the appropriate rate for each time the employee is so recalled. Provided that when an employee is required, outside the employee's ordinary working hours or shift, to shift a vessel(s) to a safe mooring owing to weather or other conditions, the employee shall be paid for such time worked at overtime rates with a minimum of four hours at such rates for such call out.
- 6.7 An employee who has worked overtime shall not be required to commence a new shift until the employee has had a break of at least ten hours, unless otherwise agreed between the Union and the Employer.
- 6.8 In the payment of overtime, calculations shall be made to the next half of an hour, excepting overtime incorporated in fixed rosters.
- 6.9 Subject to Clause 6.10, an employer may require an employee to work reasonable overtime at overtime rates
- 6.10 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 6.11 For the purposes of Clause 6.10 what is unreasonable or otherwise will be determined having regard to:
- 6.11.1 any risk to employee health and safety

- 6.11.2 the employee's personal circumstances including any family and carer responsibility
- 6.11.3 the needs of the workplace or enterprise
- 6.11.4 the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it and
- 6.11.5 any other relevant matter

### **7. Special Rates for Outside Work**

- 7.1 Outside Allowances - All crewmembers will be paid an allowance of 12.6% of the weekly total rate for a master outer harbour (Manly) service for the following:

- 7.1.1 Free running trips between Sydney and Botany.
- 7.1.2 Trial voyages, within five kilometres radius of Port Jackson and Port Hunter.

- 7.2 Free running voyages between Port Jackson and Newcastle or Port Kembla -

- 7.2.1 Rates of Pay - For each day including Saturdays, Sundays and Public Holidays on which an employee, engaged on work covered by this clause, shall be entitled to the rate set out in Item 1 of Table 2 - Other Rates and Allowances, for their classification.

Juniors shall be paid at the following percentages:

Adult rate	Percentage of
At 16 and under 17 years of age	50
At 17 and under 18 years of age	60

- 7.2.2 Where meals are not provided by the Employer, an allowance as set out in Item 2 of Table 2 - Other Rates and Allowances, will be paid to each crew member.

- 7.3 Cruising Outside Harbour Limits -

- 7.3.1 This part shall apply to all crew on ferries when the ferry proceeds to sea on a special voyage outside the harbour limits.
- 7.3.2 Leading General purpose hands shall be paid a minimum of 75 per cent of the prescribed in Item 1 Table 2 - Other Rates and Allowances.
- 7.3.3 General purpose hands shall be paid a minimum of 75 per cent of the rate prescribed in Item 1 Table 2 - Other Rates and Allowances.
- 7.3.4 General purpose hands (Greaser) shall be paid a minimum of 75 per cent of the rate prescribed in Item 1 Table 2 - Other Rates and Allowances.
- 7.3.5 It shall be payable from the time the ferry leaves the wharf to proceed to sea on the special voyage until it ties up at the wharf at the termination of the voyage.
- 7.3.6 For all hours worked outside the Special voyage, rates prescribed in Clause 6, Overtime, Saturdays and Sundays, of this award, shall apply.
- 7.3.7 Employees shall be provided free of cost with a suitable meal of the standard supplied to passengers. Where meals are not provide by the Employer, a daily allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, shall be paid to each crew member.

7.3.8 In addition to Work Cover coverage, a personal insurance policy for \$50,000.00 shall be provided for each employee engaged in outside voyages.

7.3.9 All deck crew members will be paid a clean up allowance as set out in Item 4 of Table 2 - Other Rates and Allowances, per special voyage.

### **8. Night and/Or Shift Rates**

8.1 Employees engaged on day shift shall be paid a shift allowance of 10 per cent more than their ordinary rate of pay. In addition an employee who works on an afternoon or night shift shall be paid a shift allowance of 15 per cent more than their ordinary rate of pay. Such shift allowance of 10 per cent and 15 per cent more than the ordinary rate of pay shall be paid for work performed on the appropriate shift on a Saturday, Sunday or Public Holiday. Such rates shall be calculated weekly to the nearest 5 cents and any broken part of 5 cents in the result not exceeding 2 cents shall be disregarded.

8.2 Broken shifts may be worked by arrangement between the Employer and the Union, provided that any employee who works a broken shift shall be paid at the rate of 13.75 per cent of the total daily rate in addition to the daily rate of pay.

### **9. Annual Leave**

9.1 Employees shall be entitled to annual leave on the same terms and conditions as those applicable to other employees of the Employer working similar rosters.

### **10. Public Holidays**

10.1 The following days shall be deemed holidays and shall be allowed without deduction of pay - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day, Picnic Day, and all other days proclaimed as public holidays in the state of New South Wales.

10.2 For all time worked on any public holiday except Christmas Day, double time and one-half shall be paid. For all time worked on Christmas Day, triple time shall be paid.

### **11. Sick Leave**

11.1 An employee on weekly hire shall be entitled to sick leave as prescribed in the *Transport Administration Act 1988*.

### **12. Stand By on Sunday and Public Holidays**

12.1 Employees called on to attend and who do attend for duty on a Sunday or on a public holiday specified in Clause 10, Public Holidays, of this award, and such ferry or ferries do not go into commission, shall be paid a minimum of 6 hours' pay at Public Holiday rates.

### **13. Rosters**

13.1 Except in cases of emergency or emergencies, or in respect of time worked on a Sunday, the Employer shall prepare a roster showing the ordinary starting times and finishing times of employees, and such roster shall be posted in time to give employees at least seven days' notice of this rostered work.

### **14. Equalisation of Weekend Work**

14.1 All employees required to work on a Sunday shall do so by regular rotation, so that time off shall, as far as possible, be distributed equally.

14.2 All employees shall work an equal amount of overtime as far as it is possible to arrange.

### 15. Casual General Purpose Hands (Shipkeepers)

- 15.1 Casual General Purpose hands (Shipkeepers) may be employed in case of emergency or for the purpose of relieving regular hands, and shall be paid for all time worked at the current hourly rate of Shipkeepers plus 20 per cent, with a minimum engagement of 6 hours.

#### 15A. Secure Employment

##### 15A.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.

##### 15A.2. Casual Conversion

- 15A.2.1. 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.
- 15A.2.2. 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.
- 15A.2.3. Any casual employee who has a right to elect under paragraph 8A.2.2, upon receiving notice under paragraph 8A.2.1 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.
- 15A.2.4. 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.
- 15A.2.5. Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 15A.2.6. If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 8A.2.3, the employer and employee shall, in accordance with this paragraph, and subject to paragraph 8A.2.3, discuss and agree upon:
- 15A.2.6.1. whether the employee will convert to full-time or part-time employment; and
  - 15A.2.6.2. if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work

agreement made under Chapter 2, Part 5 of the Industrial Relations Act 1996 (NSW);

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

- 15A.2.7. Following an agreement being reached pursuant to paragraph 18A.2.6, the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 15A.2.8. An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

### 15A.3. Occupational Health and Safety

- 15A.3.1. For the purposes of this subclause, the following definitions shall apply:
- 15A.3.1.1. 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.
- 15A.3.1.2. 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.
- 15A.3.2. Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
- 15A.3.2.1. consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- 15A.3.2.2. 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;
- 15A.3.2.3. 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
- 15A.3.2.4. 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.
- 15A.3.3. Nothing in this subclause 8A.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and*

*Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.*

#### 15A.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.

15A.5. This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the ANTA Ministerial Council.

### **16. Payment of Wages**

16.1 Wages, overtime, penalty rates and Sunday rates shall be paid fortnightly. Provided that if any employee fails to work on any day or part of a day when work has been provided, the Employer shall be entitled to make a proportionate deduction from the employee's wage.

16.2 All wages shall be paid on pay day to all employees making application during working hours or within fifteen minutes after ceasing time; otherwise overtime shall be paid with a minimum payment of one-quarter of an hour. Provided that such overtime be paid only whilst the employee is actually waiting at the place appointed for the payment of wages.

### **17. Uniforms and Protective Clothing**

17.1 Protective clothing shall be supplied by agreement between the Employer and the Union.

17.2 General purpose hands shall be provided with sunglasses by the Employer where they are required to be directly associated with the navigation of a vessel.

17.3 Where an employee is required to wear a uniform such uniform shall be supplied by the Employer free of cost to the employee.

17.4 Suitable gloves are to be provided only when an employee is engaged on unusually rough or dirty work.

### **18. Amenities, Crib Break, Meal Allowances , Etc.**

18.1 Cashiers shall be supplied with hand towels for personal use on the job by the Employer free of charge.

18.2 All employees shall be given a crib break of twenty minutes for the purpose of having a meal, not more than 5 hours after commencement of their shift.

18.3 All employees required to work overtime one hour and one-half before their normal starting time and after their normal ceasing time shall be supplied with a suitable meal or shall be paid the amount set out in Item 2 Table 2 - Other Rates and Allowances for each meal.

18.4 The present arrangement in respect of cookers and utensils will be continued.

18.5 Employees employed at the depot at Balmain yard shall be allowed thirty minutes interval for a midday meal between 12 noon and 1 pm.

18.6 A morning tea break of ten minutes shall be allowed to all employees at the depot at Balmain yard.

### **19. Travelling Allowances**

19.1 Employees engaged on inner-harbour services, who are required to work, commencing or finishing between midnight and 5 am. both times inclusive, shall be provided with a conveyance by the Employer,

or the Employer shall pay the employee for the time spent in reaching their home or place of work at appropriate rates of pay with a minimum of half an hour and a maximum of one hour.

- 19.1.1 Employees required to start or finish at a place other than their normal starting or finishing place shall be paid half an hour at the appropriate rate.
- 19.1.2 All fares reasonably incurred in such travelling time shall be paid for by the Employer.
- 19.1.3 Subject to sub-clause 19.1.4 where an employee is required to commence duty before their normal rostered starting time and/or ceases duty after their normal rostered time and normal transport facilities are not available they shall be provided with a suitable conveyance at the Employer's expense, or shall be paid at ordinary rates of pay for all time spent travelling to and from their home, calculated by the quickest route and means of travel then available.
- 19.1.4 When an employee is required to take up duty within ten hours of the ordinary ceasing time of their previous shift, or, by reason of their shift and normal transport facilities not being available, is required to sleep on board, the Employer shall provide reasonable sleeping accommodation including bed, bunk or hammock, mattress, pillows and blankets, lockers and sleeping facilities.

## **20. Extra Duties and Special Work**

- 20.1 In cases of emergency employees shall at all times do whatever may be required of them to secure the safety of passengers and vessels.
- 20.2 An Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.
- 20.3 Where an employee is called upon to do any work for a period exceeding one hour of a class for which a higher rate of wages is herein prescribed, such employee shall, during the time the employee is so employed, be paid at the higher rate, with a minimum payment for four hours in any one day. Overtime in such cases shall be computed on the higher rate.
- 20.4 Special work: When an employee is required to do any work on repairs or maintenance of the ferry or ferries outside their ordinary rostered hours such work shall be deemed to be special work and the employee shall be paid at overtime rates, on the basis of the work performed, for the period during which they are employed.

## **21. Time Allowance**

- 21.1 In the case of motor vessels one hour shall be allowed for warming engines.

## **22. Long Service Leave**

- 22.1 An employee on weekly hire shall be entitled to the long service leave as prescribed by the *Transport Administration Act 1988* (as amended).

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

- 23.1 Use of Sick Leave
- 23.1.1 An employee, other than a Casual Employee, with responsibilities in relation to a class of person set out in subclause 23.1.3(b), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in clause 11, Sick Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

23.1.2 The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

23.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) 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 step child, a foster child or an ex-nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or a relative of the employee who is a member of the same 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.

23.1.4 An employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

## 23.2 Unpaid Leave for Family Purpose

An employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subclause 23.1.3(b) who is ill.

## 23.3 Annual Leave

23.3.1 An employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

23.3.2 Access to annual leave, as prescribed in subclause 23.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

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



- 23.3.4 An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due
- 23.4 Time Off in Lieu of Payment for Overtime
- 23.4.1 An employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer within 12 months of the said election.
- 23.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- 23.4.3 If, having elected to take time as leave in accordance with subclause 23.4.1, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
- 23.4.4 Where no election is made in accordance with the subclause 23.4.1, the employee shall be paid overtime rates in accordance with the award.
- 23.5 Make-up Time
- 23.5.1 An employee may elect, with the consent of the Employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
- 23.5.2 An employee on shift work may elect, with the consent of the Employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- 23.6 Rostered Days Off
- 23.6.1 An employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- 23.6.2 An employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.
- 23.6.3 An employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and employee, or subject to reasonable notice by the employee or the Employer.
- 23.6.4 This subclause is subject to the Employer informing the Union of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Union to participate in negotiations.
- 23.7 Personal Carers Entitlement for casual employees
- 23.7.1 Subject to the evidentiary and notice requirements in subclauses 23.1.2 and 23.1.4 casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed for the purposes in subclause 23.1.3 of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
- 23.7.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

#### **24. Bereavement Leave**

- 24.1 An employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in 24.3 below.
- 24.2 The employee must notify the Employer as soon as practicable of the intention to take bereavement leave and will, if required by the Employer, provide to the satisfaction of the Employer proof of death.
- 24.3 Bereavement leave shall be available to the employee in respect of the death of a person prescribed for the purposes of Personal/Carer's Leave in subclause 23.1.3, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- 24.4 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 24.5 Bereavement leave may be taken in conjunction with other leave available under subclauses 23.2, 23.3, 23.4, 23.5, 23.6. In determining such a request the Employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- 24.6 Bereavement entitlements for casual employees
- 24.6.1 Subject to the evidentiary and notice requirements in sub-clause 24.2 casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 23.1.3 of Clause 23.1 Personal/Carers Leave
- 24.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- 24.6.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected."

#### **24A. Parental Leave**

- (1) The following provisions shall apply in addition to those set out in the Part 4 of the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.
- The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (3) Right to request
- (a) An employee entitled to parental leave may request the employer to allow the employee:
- (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;

- (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - (c) Employee's request and the employer's decision to be in writing  
  
The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.
  - (d) Request to return to work part-time  
  
Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.
- (4) Communication during parental leave
- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
    - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
    - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
  - (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
  - (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

## **25. Dispute Settling Procedure**

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this award shall be in accordance with the following procedural steps:

### 25.1 Procedure relating to a grievance of an individual employee:

- 25.1.1 The employee shall notify (in writing or otherwise) the Employer as to the substance of the grievance, request a meeting with the Employer for bilateral discussions and state the remedy sought.
- 25.1.2 The grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.

- 25.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
  - 25.1.4 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.
  - 25.1.5 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.
  - 25.1.6 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.
- 25.2 Procedure for a dispute between an Employer and the employees -
- 25.2.1 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.
  - 25.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
  - 25.2.3 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.
  - 25.2.4 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.

## 26. Anti-Discrimination

- 26.1 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.
- 26.2 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.
- 26.3 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.
- 26.4 Nothing in this clause is to be taken to affect:
- 26.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation.
  - 26.4.2 offering or providing junior rates of pay to persons under 21 years of age.
  - 26.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
  - 26.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

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

NOTE

- (a) Employers and Employees May Also be Subject to Commonwealth Anti-Discrimination Legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

"Nothing in 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."

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

- 27.1 The employer shall deduct Union 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. Any such authorisation shall be in writing. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- 27.2 Monies so deducted from employees' pay will be forwarded to the Union forthwith together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts.
- 27.3 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 commence or to continue.
- 27.4 The Union shall advise the employer of any change to the amount of membership fees made under its rules. The Union shall give the employer a minimum of one month's notice of any such change.
- 27.5 An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- 27.6 Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke in writing the authorisation to the employer in order for payroll deductions of union membership fees to cease.

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

- 28.1 This award shall apply to in respect of the employment of General Purpose Hands, General Purpose Hands (greasers), General Purpose Hands (Shipkeepers), cashiers, coxswains and any other employees employed on ferries by the Employer.
- 28.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the State Transit Authority of New South Wales Ferries (State) Award published 26 November 2004 (347 I.G. 505) and all variations thereof.
- 28.3 The award published 26 November 2004 took effect from the beginning of the first pay period to commence on or after 28 July 2004 and the variations thereof.
- 28.4 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 24 April 2012.

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

## PART B

### MONETARY RATES

**Table 1 - Wages**

Classification	Former rate per week \$	SWC - June 2003 per week \$	SWC - June 2004 per week \$	Total Rate per week \$
General Purpose Hand	530.60	17.00	19.00	566.60
General Purpose Hand (Greaser)	530.60	17.00	19.00	566.60
General Purpose Hand (Shipkeeper)	530.60	17.00	19.00	566.60
Cashier	530.60	17.00	19.00	566.60
Coxswain	579.30	17.00	19.00	615.30

**Table 2 - Other Rates and Allowances**

Item No.	Clause No	Brief Description	Amount \$
1	7.2.1	Free-running voyages between Port Jackson and Newcastle or Port Kembla General purpose hands Monitor	Daily rates
	7.3.2		
	7.3.3		
	7.3.4		
2	7.2.2	Free-running voyages between Port Jackson and Newcastle or Port Kembla: meal allowance	Per meal 8.00
	18.3		
3	7.3.7	Cruising outside harbour limits: meal allowance	Per meal 8.00
4	7.3.8	Additional personal insurance	55147.00
4	7.3.9	Cruising outside harbour limits: special voyage clean-up money (deck crew members)	Per voyage 37.70

C. G. STAFF J.

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Printed by the authority of the Industrial Registrar.

## SYDNEY OLYMPIC PARK AQUATIC, ATHLETICS AND ARCHERY CENTRES AWARD 2012

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 140 of 2012)

Before The Honourable Mr Justice Staff

16 April 2012

### REVIEWED AWARD

#### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Intention
4.	Rates of Pay
5.	Classification Levels
6.	Income Protection Plan
7.	Hours of Work
8.	Full-Time, Part-Time, Fixed Term and Casual Employees
9.	Higher Duties
10.	Meal Breaks
11.	Excess Hours Worked
12.	Public Holidays
13.	Sick Leave
14.	Personal Carer's Leave
15.	Bereavement Leave
16.	Parental Leave
17.	Terms of Engagement
18.	Training Wage
19.	Payment of Wages
20.	Annual Leave and Annual Leave Loading
21.	Long Service Leave
22.	Consultative Mechanism
23.	Labour Flexibility
24.	Uniforms and Protective Clothing
25.	Tools and Equipment
26.	Change Rooms
27.	Redundancy
28.	Major Interruption to Operations
29.	Grievance and Dispute Resolution Procedures
30.	Secure Employment
31.	No Extra Claims
32.	Leave Reserved
33.	Anti-Discrimination
34.	Area, Incidence and Duration

**PART B**

Table 1 - Rates of Pay  
Table 2 - Hourly Rates of Pay for Casual Employees

**2. Definitions**

- 2.1 The parties to this award are:
- (i) The Director-General of the Department of Premier and Cabinet, as the employer for the purposes of the *Public Sector Employment and Management Act 2002* and
  - (ii) The Australian Workers' Union, New South Wales ("the AWU").
- 2.2 Employer for the purpose of this Award is the Director-General of the Department of Education and Communities.
- 2.3 Employee means a person employed by the Government of NSW in the service of the Crown under Chapter 1A of the *Public Sector Employment and Management Act 2002* in the Sydney Olympic Park Authority Division of the Department of Education and Communities, at the Aquatic, Athletic and Archery Centres, in the classifications prescribed by this Award.

**3. Intention**

- 3.1 The principal intentions of this award are:
- (i) To promote harmonious industrial relations for the Sydney Olympic Park Aquatic, Athletics, and Archery Centres;
  - (ii) To maximise standards of service to the public and centres users, measured against those applying in the leisure and recreation industry nationally and internationally; and
  - (iii) To provide a multi-skilled workforce.

**4. Rates of Pay**

- 4.1 The minimum rates of pay for full time employees covered by this award employed in the classifications set out below in Clause 5 are contained in Table 1 of Part B of this award.

**5. Classification Levels**

- 5.1 Classifications (Skill/Definitions) for full-time and part-time employees:

**5.1.1 Level I**

Means an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:
  - Communicate with the public in a courteous and tactful manner.
- (b) Indicative of some of the tasks which an employee at this level may perform are:
  - Exercises basic keyboard skills;



General Attendant/Cashier duties which includes basic clerical, office assistance, kiosk duties involving customer turnover and cash handling, taking of bookings and tickets and general assistance in the day-to-day activities of the operation;

Maintains simple records;

Assists with administration of the Swim School Program;

Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity;

Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials;

Is employed as a General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Undertakes duties peripheral and ancillary to the above as required.

- (c) Progression to Level II will be dependent upon availability of position and successful application.

#### 5.1.2 Level II

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions/tours, under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate, holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision of and assistance to Level I employees; and

Is capable of and may perform Level 1 duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Takes classes and directs leisure activities;

Supervises public swimming;

- Attends to health and safety of the public;
  - Sells programs/tickets and gives change;
  - Co-ordinates events and bookings;
  - Undertakes receptionist duties;
  - Undertakes office administrative duties;
  - Attends to equipment and displays eg. pool attendant;
  - Safeguards individuals e.g. child care attendants;
  - Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.
- (c) Progression to Level III will be dependent upon availability of position and successful application.

### 5.1.3 Level III

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:
- Assists in the provision of on-the-job training where applicable;
  - Exercises discretion within one's own level of skill and training;
  - Takes responsibility for the quality of one's work (subject to routine supervision);
  - Exercises good keyboard skills and knowledge of office procedures/equipment/systems; and
  - Is capable of and may perform the Level II and level I duties.
- (b) Indicative of some of the tasks which an employee at this level may perform:
- Is employed as a Gym Exercise Specialist;
  - Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities;
  - Maintains machinery, plant and technical equipment;
  - Undertakes secretarial duties;
  - In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services;
  - Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.
- (c) Progression to Level IV will be dependent upon availability of position and successful application.

#### 5.1.4 Level IV

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

(a) An employee at this level:

Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;

Is directly responsible to the appropriate manager for the section or area of operation;

Assists with the management of the section or area of operation;

Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating work flows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work related problems where required;

Trains employees at Level III, II and I as required;

Is capable of and may perform the Level III, Level II and Level I duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Supervises Pool Attendants;

Supervises Athletic Centre employee;

Supervises Aquatic Centre employees;

Supervises Archery Centre Employees

Supervises administrative and accounting operations;

Supervises information technology;

Supervises daily activities and operation of health and fitness activities;

Supervises maintenance employees;

Supervises café and concessions staff and operations

Undertakes specialist and higher level/more complex cooking duties, and provides specialist input and advice into menu content and function operations.

#### 5.2 Classifications (Skill/Definitions) for casual employees:

##### 5.2.1 Casual Level A

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Is employed as a Car Park Attendant;

Is employed as a Tour Guide;

Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records;

Assists with the administration of the Swim School programme;

Receives, despatches, distributes, sorts, checks, documents, orders and records goods and/or materials;

Is employed as General Hand;

Assists in basic food preparation. Assists in taking orders, and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Duties peripheral and ancillary to the above as required.

#### 5.2.2 Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision and assistance of Level A employees; and

Is capable of and may perform duties of a Level A - casual employee.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation;

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programmes/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays eg. pool attendant, athletic track Attendants; archery attendant.

Safeguards individuals e.g. child care attendants.

Undertakes cooking duties associated with basic foods eg snacks and grills. Takes orders, and maintains cleanliness of customer space and service areas. Serves foods and beverages.

### 5.2.3 Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;

Is capable of and may perform Level A and Level B duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as Gym Exercise Specialist;

Is employed as Head Coach;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

In the Absence of Line Supervisors, Acts in an Appropriate Way to Supervise the Work Areas to Ensure Delivery of Services.

## **6. Income Protection Plan**

- 6.1 All full-time, part-time and casual employees who are members of the AWU to whom this award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the AWU (provided by Chifley Financial Services). It is a term of this award that the employer will bear the costs of 1.55% of gross weekly pay per week per member towards providing income protection with a maximum payment of \$4.55 per week for casuals.

## **7. Hours of Work**

- 7.1 The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week, between the hours of 4.30 am and 11.00 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved seven clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.2 The employer shall arrange the working of the thirty eighty hour week in one of the following ways:
- 7.2.1 by employees working less than eight hours per day;
- 7.2.2 by employees working less than eight hours on one or more days in each week; or
- 7.2.3 by working up to ten hours on one or more days in the week.
- 7.3 Employees other than maintenance employees, pool attendants, and those employees employed in the gym shall be entitled to receive 4 sets of 2 consecutive days off in each 28 day period.
- 7.4 Notwithstanding the provision of subclause 7.1 & 7.3 the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or with the consent of the employee at any time.

## **8. Full-Time, Part-Time, Fixed Term and Casual Employees**

- 8.1 An employee shall be engaged as either a full-time, part-time, fixed term or casual employee.
- 8.2 A full-time employee is an employee who is engaged to work an average 38 hours per week.
- 8.3 A part-time employee is an employee engaged to work a minimum of 10 hours work per week. A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 8.4 A casual employee is an employee engaged and paid as such. A casual employee shall be paid the appropriate hourly rate as set out in Table 2 of Part B.
- 8.5 The casual hourly rate contained in this award, contains a component in lieu of any entitlement to sick leave, paid bereavement leave, and annual leave.
- 8.6 A casual employee shall receive a minimum payment of 3 hours for each engagement, in relation to casual employees involved in the presentation or conducting of sports, games and training e.g. instructors, (other than those engaged in relation to the Sydney Athletic Centre) which shall be for a minimum of one hour.
- 8.7 Casual rosters may be changed by management provided that shifts are not shortened to less than the minimums referred to above.
- 8.8 A fixed term employee is an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis shall be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement.

### **9. Higher Duties**

- 9.1 An employee required to perform the entire function of a position attracting a higher level under the award shall, on each occasion, be paid the entire difference between their own salary and the salary of the higher position on the fifth and subsequent days of acting up to the higher position.
- 9.2 The parties to the Award agree that employees required to be in charge of the Pool Deck (that is employees who are rostered on to open and close the Sydney Olympic Park Aquatic Centre) will at all times be paid at Level 3 or above.

### **10. Meal Breaks**

- 10.1 Employees shall be entitled to an unpaid meal break of 30 minutes which shall be taken no more than five hours after commencing duty.
- 10.2 Employees working more than six hours per day (excluding breaks) shall also be entitled to two paid ten minutes rest breaks either side of the unpaid meal break.
- 10.3 The employer and employee shall determine the time at which a rest break shall be taken.
- 10.4 Where an employee is required to work in excess of ten ordinary hours, discussions will occur between the employee and his/her supervisor as to whether an additional unpaid meal break of 30 minutes is warranted and if so, the time at which that meal break should be taken.
- 10.5 Notwithstanding the provisions of subclause 10.1 the employer and employee can determine the appropriate time to take a meal break by mutual agreement.
- 10.6 Staff engaged as casual pool attendants shall be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause 10.2 above.

### **11. Excess Hours Worked**

- 11.1 All time worked in excess of an average of thirty-eight hours in any one week outside the spread of hours prescribed in subclause 7.1 of this award or in excess of ten hours in one day shall be paid as overtime or given as time off in lieu.
- 11.2 All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- 11.3 By mutual agreement, excess hours shall be paid as overtime or taken off, as time off in lieu. Time off in lieu will be the equivalent number of actual hours worked. All accrued time off in lieu shall be taken two months after it falls due unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.
- 11.4 Where it is impracticable for the excess hours to be taken off as time off in lieu, it shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 11.5 An employee (other than a casual employee) who works so many excess hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, shall be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 11.6 For the purposes of this clause "excess hours" means "overtime".

## 12. Public Holidays

- 12.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any proclaimed day in lieu thereof for the State of New South Wales shall be holidays and no deduction shall be made in respect of such holidays from the wages due to any employee for the week in which such holiday or holidays occur.
- 12.2 Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday or adjacent to a period of annual leave.
- 12.3 Any full-time or part-time employee, including a fixed term employee, who is required to work on a public holiday shall be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed; or double time and one half for each hour worked on the public holiday. Casual employees who are required to work on a public holiday shall be entitled to double time and one half for each hour work on the public holiday.
- 12.4 An employee who is absent from work on the day before or the day after a public holiday shall provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- 12.5 An employee whose day or days off duty coincides with a public holiday shall not be entitled to receive an additional day in lieu.
- 12.6 A full-time, part-time or fixed term employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten calendar days in advance of the event, shall be entitled to paid leave to attend the function. The Union shall advise management at least three months prior to the event of any change of date to the Picnic, which shall otherwise be held on the first Monday in December.

## 13. Sick Leave

- 13.1 A full-time employee shall be entitled to ten days sick leave per year of service. Part-time employees shall be entitled to a proportionate amount of sick leave.
- 13.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion shall accumulate from year to year.
- 13.3 An employee shall not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 13.4 Where an employee is ill or incapacitated on a rostered day or shift off he/she shall not be entitled to sick pay on that day nor shall his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 13.5 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee shall provide the employer with a doctor's certificate.
- 13.6 The employee, wherever possible, shall, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, the estimated duration of the absence.

## 14. Personal Carer's Leave

- 14.1 Use of Sick Leave:
- 14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 14.1.6 (b), who needs the employee's care and support, shall be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in



clause 13, Sick Leave, for absences to provide care and support, for such persons, when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

14.1.2 Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee shall discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

14.1.3 Where the parties are unable to reach agreement the disputes procedure at Clause 29 should be followed.

14.1.4 The employee shall, if required

- (a) establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the employer, or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

14.1.6 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) The employee being responsible for the care and support of the person concerned; and
- (b) The person concerned being:
  - (i) a spouse of the employee, or
  - (ii) a de facto spouse, who is a person of the opposite sex to the employee, who lives with the employee 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 and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (v) a relative of the employee who is a member of the same household, where for the purpose of this clause:

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

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

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

14.1.7 An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

**14.2 Use of Unpaid Leave:**

14.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 14.1.6 (b) who is ill, or who requires care due to an unexpected emergency.

**14.3 Use of Annual Leave:**

14.3.1 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

14.3.2 Access to annual leave, as prescribed in subclause 14.3.1, shall be exclusive of any shutdown period provided for elsewhere under this award.

**14.4 Use of Time Off in Lieu of Payment of Overtime:**

14.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

14.4.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

14.4.3 If, having elected to take time as leave in accordance with subclause 14.4.1, the leave is not taken, for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.

14.4.4 Where no election is made in accordance with subclause 14.4.1, the employee shall be paid overtime rates in accordance with the award.

**14.5 Use of Make-Up Time:**

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

**14.6 Personal Carer's Entitlement for Casual Employees**

14.6.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 14.1.6 (b) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

14.6.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

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

**15. Bereavement Leave**

15.1 A full-time or part-time employee, including a fixed term employee, shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in subclause 14.1.6 (b)).

- 15.2 An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 15.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 14.2, 14.3, 14.4 and 14.5. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- 15.4 Bereavement Leave for casual employees
- 15.4.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 14.1.6 (b).
- 15.4.2 The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 15.4.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

## 16. Parental Leave

- 16.1 Refer to Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 16.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.
- 16.3 Right to request
- An employee entitled to parental leave may request the employer to allow the employee:
- 16.3.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- 16.3.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- 16.3.3 to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- 16.4 The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 16.5 Employee's request and the employer's decision to be in writing
- 16.5.1 The employee's request and the employer's decision made under subclause 16.4 and 16.5 must be recorded in writing.

**16.6 Request to return to work part-time**

Where an employee wishes to make a request under subclause 16.4, such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

**16.7 Communication during parental leave**

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

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

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

16.7.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subclause 16.7.1.

**17. Terms of Engagement**

17.1 Full-time and part-time employees shall be engaged by the week and their engagement shall only be terminated by the employer or employee giving the notice prescribed below, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.

Levels 1 & 2	1 week
Level 3	2 weeks
Level 4	4 weeks

17.2 A fixed term employee shall be employed for a fixed period. The engagement of a fixed term employee may be varied by agreement between the employer and employee. Notwithstanding the above provisions, a fixed term contract may be terminated by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice thereof.

17.3 The provisions outlined in subclauses 17.1 and 17.2 shall not affect the right of an employer to dismiss any employee without notice for misconduct or other neglect of duty.

17.4 The employer shall have the right to deduct payment for the time of non-attendance by any employee who fails to attend for duty, or absents himself/herself from duty, without leave.

**18. Training Wage**

18.1 See the Theatrical Employees (Training Wage) (State) Award.

**19. Payment of Wages**

19.1 Wages will be paid fortnightly by Electronic Funds Transfer.

## **20. Annual Leave and Annual Leave Loading**

- 20.1 Full-time and part-time employees employed on or prior to 19 April, 1999 shall receive annual leave of five weeks per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 20.2 Part time employees employed after 19 April, 1999 shall be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 20.3 Full-time employees employed after 19 April, 1999 shall be entitled to annual leave of five weeks per annum plus 17.5% annual leave loading, upon the completion of twelve months service.
- 20.4 The loading referred to in subclauses 20.1, 20.2 and 20.3 above shall be paid to all weekly employees upon the anniversary of their entitlement, as a lump sum.
- 20.5 Fixed term employees who are engaged on a contract of less than twelve months shall be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than twelve months in total, as on aggregate of full-time, part-time or casual employment.

## **21. Long Service Leave**

- 21.1 The New South Wales *Long Service Leave Act* 1955 applies.

## **22. Consultative Mechanism**

- 22.1 A meeting will be held every two months between the four employee representatives and the General Manager of the Sydney Olympic Park Aquatic, Athletics, and Archery Centres for the purpose of discussing matters affecting the productivity and efficiency at the Sydney Olympic Park Aquatic, Athletics and Archery Centres.

## **23. Labour Flexibility**

- 23.1 Employees covered by this award shall perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

## **24. Uniforms and Protective Clothing**

- 24.1 Where employees are required to wear a uniform they will be provided to the employee free of charge. Employees required to work in the rain shall be provided with oilskins, gumboots or other protective clothing, free of charge.
- 24.2 Upon termination of employment all uniforms and property belonging to the employer shall be returned by the employee to the employer properly laundered and/or in working order.

## **25. Tools and Equipment**

- 25.1 All tools and equipment required by the employees to perform their duties shall be provided by the employer, free of charge.

## **26. Change Rooms**

- 26.1 The employer shall provide a change room for the use of the employees, free of charge. Such change room shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

## 27. Redundancy

### 27.1 Application of this Clause.

27.1.1 This clause shall apply in respect of full-time and part-time employees as defined in Clause 8

27.1.2 This clause shall not apply to employees with less than one year's continuous service

27.1.3 This clause shall not apply where employment is terminated as a consequence of conduct that warrants dismissal, or in the case of employees engaged for a specific period of time, or for a specified task or tasks, where employment is terminated due to the ordinary turnover of labour.

### 27.2 Employer to Notify and Discuss Change

27.2.1 Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, for example in structure, technology and or program/service delivery, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong

27.2.2 The employer shall discuss with the employees affected and the union to which they belong, among other matters, the introduction of the changes referred to in clause 27.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

27.2.3 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 27.2.1

27.2.4 For the purpose of such discussion, the employer shall provide to the employees concerned, and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

27.2.5 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, pursuant to clause 27.2.1, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong as early as practicable.

27.2.6 The discussions referred to in 27.2.5 shall cover, among other matters any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned, the number and categories of employees likely to be affected, and the number of workers normally employed, and the period over which the terminations are likely to be carried out.

### 27.3 Notice of Termination of Employment

27.3.1 In order to terminate the employment of an employee for reasons arising from "structure", or "program/service delivery", in accordance with 27.2.1, the employer shall give to the employee the following notice

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

27.3.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice

27.3.3 Payment in lieu of the notice in 27.3.2 shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof

#### 27.4 Notice for Technological Change

27.4.1 In order to terminate the employment of an employee for reasons arising from "technology" in accordance with 27.2.1, the employer shall give to the employee three months' notice of termination

27.4.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

27.4.3 The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act, 1955*, the *Annual Holidays Act, 1944*, or any Act amending or replacing either of these Acts.

#### 27.5 Time Off During the Notice Period

27.5.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment

27.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent

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

#### 27.6 Transfer to Lower Paid Duties

27.6.1 Where an employee is transferred to lower paid duties for reasons set out in 27.2.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

#### 27.7 Severance Pay

27.7.1 Where an employee is to be terminated pursuant to clause 27, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

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

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

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

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

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

27.7.2 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause 27.7.1 if the employer obtains acceptable alternative employment for an employee

## 28. Major Interruption to Operations

- 28.1 Although a rare eventuality, external factors such as acts of God or malicious acts by a third party or parties, or industrial action, breakdown of machinery or any other act or omission for which the employer is not responsible may result in the closure of the Centres.
- 28.2 In the first instance options for staff to work at another location will be investigated.
- 28.3 In instances where this is not possible, staff will be given the opportunity to access available annual and/or long service leave entitlements.
- 28.4 Where staff are not able to be placed in work pursuant to clause 28.2 or do not elect to access leave entitlements pursuant to clause 28.3, either party may make an application to the Industrial Relations Commission pursuant to s126 of the *Industrial Relations Act* 1996 for a stand down order.

## 29. Grievance and Dispute Resolution Procedures

- 29.1 Procedures relating to grievances of individual employees.
- 29.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 29.1.2 A 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.
- 29.1.3 Reasonable time limits must be allowed for discussion at each level of authority.



- 29.1.4 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.
- 29.1.5 While a procedure is being followed, normal work must continue.
- 29.1.6 The employee may be represented by a union party to this award for the purpose of each procedure.
- 29.2 Procedures relating to disputes etc. between the employer and its employees.
- 29.2.1 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 level of authority.
- 29.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 29.2.3 While a procedure is being followed, normal work must continue.
- 29.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by a union party to this award for the purpose of each procedure.
- 29.2.5 If the dispute resolution process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

### **30. Secure Employment**

#### 30.1 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.

#### 30.2 Casual Conversion

- 30.2.1 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 clause.
- 30.2.2 Every employer of such a casual employee shall give the employee notice in writing of the provisions of this 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 clause if the employer fails to comply with this notice requirement.
- 30.2.3 Any casual employee who has a right to elect under subclause 30.2.1, upon receiving notice under subclause 30.2.2 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.

30.2.4 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.

- (i) 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.

30.2.5 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with subclause 30.2.3, the employer and employee shall, in accordance with this clause, and subject to subclause 30.2.3, discuss and agree upon:

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

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

30.2.6 Following an agreement being reached pursuant to subclause 30.2.5, 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.

30.2.7 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.

30.2.8 The parties recognise the seasonal nature of casual employment at the Centres and acknowledge that regular and systematic work may extend over a number of months on a seasonal basis, but not over the full year. These circumstances will constitute valid grounds for the employer to not unreasonably refuse an employee's election to convert to full time or part time employment (in accordance with subclause 30.2.3) where the seasonal nature of the work can be demonstrated.

### 30.3 Occupational Health and Safety

30.3.1 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 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.

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

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

30.3.3 Nothing in subclause 30.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.

#### 30.4 Disputes Regarding the Application of this Clause

30.4.1 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.

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

### **31. No Extra Claims**

31.1 Subject to the provisions of Clause 32. Leave Reserved, it is a term of this award that the Union undertakes not to pursue any extra claims, award or over award, of a general nature, for the duration of the Award.

### **32. Leave Reserved**

32.1 Leave is reserved:

- (a) To the parties to apply to insert vocational training benchmarks and relativities for full-time, part-time and casual employees subsequent to a variation to the Health, Fitness and Indoor Sports Centres (State) Award for similar matters.

### **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 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.

- 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:
- (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.
- 33.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:  
  
"Nothing in this Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

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

- 34.1 This award shall regulate the terms and conditions of employment of employees:
- (a) of the Government of NSW employed under Chapter 1A of the *Public Sector Employment and Management Act 2002* in the Department of Education and Communities Sydney Olympic Park Authority Division in the classifications prescribed by this Award at the Sydney Olympic Park Aquatic, Athletic and Archery Centres; and
  - (b) not classified as staff members of the management team.
- 34.2 This award shall not apply to employees employed in a security capacity in or in connection with, or in or about (whether indoors or outdoors), the Sydney Olympic Park Aquatic Centre, Sydney Olympic Park Athletic Centre, and the Sydney Olympic Park Archery Centre.
- 34.3 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Sydney Olympic Park Aquatic, Athletics and Archery Centres (State) Award 2008 published on 28 November 2008 (366 IG 1387) and all variations thereof.
- The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 16 April 2012.
- 34.4 The award remains in force until varied or rescinded, the period for which it was made having already expired.

**PART B****Table 1 - Rates of Pay for Full-Time Classifications**

Classification Level	Salary from the first pay period on or after 1 July 2010 \$	Salary from the first pay period on or after 1 July 2011 \$
Level I	35,393	36,278
Level II	39,808	40,803
Level III	44,239	45,345
Level IV	53,072	54,399

**Table 2 - Hourly Rates of Pay for Casual Employees**

Classification Level	Hourly Rates from the first pay period on or after 1 July 2010 \$	Hourly Rates from the first pay period on or after 1 July 2011 \$
Level A	20.70	21.20
Level B	22.15	22.70
Level C	23.40	24.00

C. G. STAFF J.

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