

Vol. 387, Part 6

8 May 2020

Pages 1060 – 1207



NEW SOUTH WALES
INDUSTRIAL GAZETTE

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

ISSN 0028-677X

CONTENTS

Vol. 387, Part 6

8 May 2020

Pages 1060 — 1207

		Page
Awards and Determinations —		
Crown Employees (Chief Education Officers - Department of Education) Salaries and Conditions Award 2020	AIRC	1060
Crown Employees (Education Employees Department of Communities and Justice Corrective Services NSW) Award 2019	AIRC	1068
Independent Commission Against Corruption Award 2019	AIRC	1083
Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2019	AIRC	1114
Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2019-2020	AIRC	1132
Crown Employees (Correctional Officers, Department of Communities and Justice - Corrective Services NSW) Award	RIRC	1154
Crown Employees (Major and Community Events Reassignment) Award	RIRC	1173
Crown Employees (Rural Fire Service) Award	RIRC	1184
Transport Industry - Excavated Materials, Contract Determination	VCD	1201
Public Hospital Residential Services Assistants (State) Award 2018	VIRC	1203
Obsolete Awards —		
Crown Employees (Independent Transport Safety Regulator) Award 2016		1204
INDEX FOR VOLUME 387		1206

END OF VOLUME 387 OF THE N.S.W. INDUSTRIAL GAZETTE

**CROWN EMPLOYEES (CHIEF EDUCATION OFFICERS -
DEPARTMENT OF EDUCATION) SALARIES AND CONDITIONS
AWARD 2020**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Department of Education.

(Case No. 363628 of 2019)

Before Commissioner Webster

26 November 2019

AWARD

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Purpose and Principles of this Award
3.	Definitions
4.	Qualifications
5.	Salaries and Other Remuneration
6.	Conditions of Employment
7.	Recreation Leave
8.	Deferred Salary Scheme
9.	Performance Management and Professional Development
10.	Mobility Provisions
11.	Technological Change
12.	Dispute Resolution Procedures
13.	Duties as Directed
14.	Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions
15.	No Further Claims
16.	Anti-Discrimination
17.	Work, Health and Safety
18.	Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salary Scale

2. Purpose and Principles of This Award

- 2.1 This award establishes the conditions of employment, including salaries, of chief education officers.
- 2.2 The parties to this award are the Department and the ISEA.
- 2.3 The parties will support chief education officers by:
- (a) providing clear lines of communication on matters affecting individuals and their work;
 - (b) developing individual and collective talents;

- (c) promoting co-operation and teamwork;
 - (d) recognising individual and team contributions; and
 - (e) promoting career planning and development.
- 2.4 This award aims to assist the Department and chief education officers in pursuing the goal of continuous improvement by:
- (a) supporting schools in carrying out the government agenda;
 - (b) facilitating teaching and learning processes which will improve student opportunities and outcomes;
 - (c) improve organisation-wide productivity and efficiency;
 - (d) assisting and accelerating cultural change in the workplace towards greater participation and flexibility;
 - (e) promoting better and more satisfying jobs;
 - (f) developing and pursuing constructive changes aimed at improving teaching and learning in schools on a co-operative, continuing basis by using a consultative approach;
 - (g) maintaining essential standards of employment conditions;
 - (h) providing certainty, stability and equity in salaries and conditions arrangements for the period of the award;
 - (i) laying a foundation for further workplace improvement through a commitment to improved teaching and learning in schools, greater customer focus and commitment to quality service and to joint development of performance measures;
 - (j) enhancing the opportunities of chief education officers for career progression and mobility; and
 - (k) improving the effectiveness of the Department.

3. Definitions

- 3.1 "Act" means the *Teaching Service Act* 1980.
- 3.2 "Chief Education Officer" means a person appointed as such by the Secretary under the Act.
- 3.3 "Department" means the Department of Education.
- 3.4 "Industrial Relations Commission" means the Industrial Relations Commission of New South Wales, established by the *Industrial Relations Act* 1996.
- 3.5 "ISEA" means the Institute of Senior Educational Administrators of New South Wales.
- 3.6 "Officer" means and includes all persons permanently or temporarily employed in the Teaching Service under the provisions of the Act.
- 3.7 "Parties" means the Department and the ISEA.
- 3.8 "Secretary" means the Secretary, Department of Education.

4. Qualifications

- 4.1 The parties agree that the qualification requirements of positions should accurately reflect their requirements and should conform with equal employment opportunity principles.
- 4.2 The position criteria for future vacant chief education officer positions will, in the main, reflect the need for relevant educational experience.
- 4.3 Qualifications for appointment as a chief education officer will be as determined by the Secretary.

5. Salaries and Other Remuneration

- 5.1 Except as otherwise provided in subclause 5.5 of this clause, Chief Education Officers must be employed at an annual salary not less than that for the classifications as set out in Table 1 - Salary Scale, of Part B, Monetary Rates.
- 5.2 Subject to the provisions of the Act and to the regulation made thereunder, chief education officers covered by this award will be paid the salary as set out in the said Table 1.
- 5.3 The salaries payable in Table 1 include remuneration of all incidents of employment other than:
- (a) annual leave loading;
 - (b) travel or subsistence or motor vehicle allowances;
 - (c) allowances in relation to relocation expenses; and
 - (d) climatic living and disability (Broken Hill) allowances.
- 5.4 Persons appointed as chief education officers subsequent to the making of this award will be appointed to the appropriate salary level based on their background, experience and, where applicable, previous salary level.
- 5.5 Chief education officers not on salary level 3 shall be entitled to progress to a higher level of salary after each 12 months of service subject to satisfactory performance.
- 5.6 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Part B, Table 1 of this award and superable allowances.

- 5.6.1 An employee may, by agreement with the employer, enter into a salary packaging arrangement including salary sacrifice of superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

- 5.6.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the employee and employer, will be provided in a separate written agreement, in accordance with the Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

- 5.6.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

- 5.6.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

- 5.6.3.2 any administrative fees.
- 5.6.4 Where the employee makes an election to salary package the following payments made by the employer in relation to an employee shall be calculated by reference to the annual salary which the employee would have been entitled to receive but for the salary packaging arrangement:
- 5.6.4.1 Superannuation Guarantee Contributions;
- 5.6.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 5.6.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

6. Conditions of Employment

- 6.1 The provisions of this award prevail over any award, industrial agreement, public sector agreement, determination under the *Teaching Service Act 1980* or award of the Industrial Relations Commission which deal with the same matters in so far as they purport to apply to a chief education officer bound by this award.
- 6.2 Chief education officers will have access to working hours consistent with the flexible working hours conditions as provided for in Clause 21 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 published 21 October 2016 (380 I.G. 1292), excluding the local arrangements that apply in the Department, subject to operational requirements and departmental convenience.
- 6.3 Deduction of Association Membership Fees.
- 6.3.1 The ISEA shall provide the employer with a schedule setting out ISEA fortnightly membership fees payable by members of the ISEA in accordance with ISEA's rules.
- 6.3.2 The ISEA shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of ISEA fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 6.3.3 Subject to 6.3.1 and 6.3.2 above, the Department shall deduct ISEA fortnightly membership fees from the pay of any employee who is a member of the ISEA in accordance with the ISEA'S rules, provided that the employee has authorised the Department to make such deductions.
- 6.3.4 Monies so deducted from employees' pay will be forwarded regularly to the ISEA together with all necessary information to enable the ISEA to reconcile and credit subscriptions to employees' ISEA membership accounts.
- 6.3.5 Unless other arrangements are agreed to by the Department and the ISEA, all ISEA membership fees shall be deducted on a fortnightly basis.
- 6.3.6 Where an employee has already authorised the deduction of ISEA membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

7. Recreation Leave

- 7.1 Chief education officers are entitled to four weeks recreation leave per annum.
- 7.2 Recreation leave will be taken at a time and for a period agreed between the chief education officer and the supervisor.
- 7.3 Payment will be made at the chief education officer's salary rate at that time.

8. Deferred Salary Scheme

- 8.1 The Department's deferred salary scheme provides chief education officers with an opportunity to take a year away from work for professional development and other experience such as industry experience, post graduate study, working in overseas education and training systems or other activities.
- 8.2 Under the deferred salary scheme, chief education officers are able to defer 20 per cent of their salary for the first four years and be paid the deferred salary in the fifth year whilst on leave.

9. Performance Management and Professional Development

- 9.1 The performance of chief education officers will be reviewed in accordance with the Department's performance management and development scheme.
- 9.2 The parties confirm a commitment to professional and career training and development for chief education officers and to their obligation to maintain and update their professional skills for the benefit of students, staff and the Department.
- 9.3 The Department is committed to providing access to and support for professional, management development and technological training, and to enhance the career mobility of chief education officers.
- 9.4 Where the chief education officer is required to undertake a professional development activity by the Department, the compulsory fees involved will be met by the Department. Where the professional development activity is voluntary, the Department may, at its discretion, refund all or part of the compulsory fees incurred by chief education officers approved to undertake such training and professional development programs.

10. Mobility Provisions

- 10.1 The parties agree to develop and implement strategies to enhance the mobility between chief education officers and senior administrators in the Department.

11. Technological Change

- 11.1 The ISEA agrees to support the implementation of the Department's Technology Strategy.
- 11.2 The Department will assist chief education officers in meeting the demands of the Department's technology strategy by providing access to equipment and professional development opportunities designed to increase chief education officers' efficiency and productivity.

12. Dispute Resolution Procedures

- 12.1 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 procedure shall apply.
- 12.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the chief education officer will raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 12.1.2 The supervisor will discuss the matter with the chief education officer within two working days with a view to resolving the dispute, question or difficulty or by negotiating an agreed method and timeframe for proceeding.
- 12.1.3 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 chief education officer 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 timeframe for proceeding.

12.1.4 Where the procedures in paragraph 12.1.3 of this subclause do not lead to resolution of the dispute, question or difficulty, the matter will be referred to the Deputy Secretary and the Secretary of the ISEA. They or their nominees will discuss the dispute, question or difficulty within five working days with a view to resolving the matter by negotiating an agreed method and timeframe for proceeding.

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

13. Duties as Directed

- 13.1 The Secretary, delegate, nominee or representative may direct a chief education officer to carry out such duties as are within the limits of the chief education officer's skills, competence and training, provided that such duties do not promote deskilling.
- 13.2 The Secretary may determine the location at which such duties will be carried out.
- 13.3 Any direction issued by the Secretary pursuant to subclauses 13.1 and 13.2 of this clause shall be consistent with the Secretary's responsibility to provide a safe, healthy working environment.

14. Right of Return of Permanent Officers Temporarily Appointed to Chief Education Officer Positions

- 14.1 A permanent officer of the Department temporarily appointed to a chief education officer position for a period not exceeding twelve consecutive months will have right of return to their substantive position in the Department at the conclusion of the temporary appointment.
- 14.2 A permanent officer of the Department temporarily appointed to or acting in a chief education officer position for a period exceeding 12 consecutive months will have right of return to a position of equivalent salary and status as the substantive position occupied prior to the temporary appointment or acting arrangement.

15. No Further Claims

- 15.1 Except as provided by the *Industrial Relations Act* 1996, prior to 31 December 2020, there shall be no further claims by the parties to this award for changes to salaries, rates of pay, allowances or conditions of employment in relation to matters expressly contained in this Award.

16. Anti-Discrimination

- 16.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 16.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 12, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 16.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 16.4 Nothing in this clause is to be taken to affect:
- any conduct or act which is specifically exempted from anti-discrimination legislation;
 - offering or providing junior rates of pay to persons under 21 years of age;

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

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

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

17. Work, Health and Safety

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

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

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

- 17.2 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):

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

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

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

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

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

18. Area, Incidence and Duration

- 18.1 This award covers all chief education officers employed by the Department under the Act.

- 18.2 This award replaces and rescinds the Crown Employees (Chief Education Officers - Department of Education) Salaries and Conditions Award 2018 published 6 April 2018 (382 I.G. 719).

- 18.3 This award shall commence on and from 1 January 2020 and remains in force until 31 December 2020.

PART B**MONETARY RATES****Table 1 - Salary Scale**

Chief Education Officer	Salary from first pay period on or after 1.1.2020
Increase	2.5% \$
Level 3	181,618
Level 2	174,139
Level 1	161,669

J. WEBSTER, *Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (EDUCATION EMPLOYEES DEPARTMENT
OF COMMUNITIES AND JUSTICE CORRECTIVE SERVICES NSW)
AWARD 2019**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Department of Justice.

(Case No. 390328 of 2019)

Before Commissioner Murphy

19 December 2019

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

1. Arrangement
2. Definitions
3. Conditions Fixed by other Instruments of Employment
4. Qualifications
5. Salaries
6. Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
7. Incremental Progression and Calculation of Service
8. Working Hours
9. Shift Work
10. Recreation Leave
11. Non-Attendance Time
12. Duties of Correctional Education Officers
13. Duties of Teachers
14. Leave Entitlements
15. Part-time Work
16. Recruitment - Exceptional Circumstances
17. Professional Development
18. Education Quality
19. Consultation
20. Anti-Discrimination
21. Harassment Free Workplace
22. Deduction of Federation Membership Fees
23. Dispute Resolution Procedures
24. Duties as Directed
25. No Further Claims
26. Area, Incidence and Duration

PART B

MONETARY RATES

Table 1 - Salaries

2. Definitions

- 2.1 "Act" means the *Government Sector Employment Act 2013* or its replacement.
- 2.2 "AEVTI" means the Adult Education and Vocational Training Institute, which is the registered provider of adult education and vocational training for inmates within Corrective Services NSW.
- 2.3 "Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as varied from time to time, or any replacement Award.
- 2.4 "Correctional Centre" means a centre administered by Corrective Services NSW to accommodate persons committed by a court of law.
- 2.5 "Correctional Education Officer" means an employee assigned as such and who is qualified as provided in subclause 4.3 of this Award and who is required to undertake the duties specified in clause 12 of this Award.
- 2.6 "Corrective Services NSW (CSNSW)" means a division within the Department of Communities and Justice.
- 2.7 "Day Worker" means an employee, other than a shift worker, whose ordinary hours of work are from Monday to Friday with hours as specified for the particular classification.
- 2.8 "Employee" means a member of staff in employment defined under section 43 of the Act.
- 2.9 "Federation" means the Australian Education Union New South Wales Teachers Federation Branch
- 2.10 "Industrial Relations Secretary" means the Secretary of Treasury.
- 2.11 "Personnel Handbook" means the NSW Public Service Personnel Handbook, published by the Public Service Commission, or any replacement publication.
- 2.12 "Regulation" means the *Government Sector Employment Regulation 2014* or its replacement.
- 2.13 "Rules" mean the *Government Sector Employment Rules 2014* or its replacement.
- 2.14 "Secretary" means the head of the Department of Communities and Justice.
- 2.15 "Senior Correctional Education Officer" means an employee assigned as such and who is qualified as provided in sub clause 4.4 of this Award.
- 2.16 "Shift Worker" is a staff member who works outside the ordinary working hours of a Day Worker as defined in clause 3 of the Conditions Award.
- 2.17 "Teacher" means an employee assigned as such and who is qualified as provided in subclause 4.2 of this Award and who is required to undertake duties as specified in clause 13 of this Award. A permanent part-time Teacher means a Teacher who is assigned under the Act for set and regular hours that are less than the full contract hours of this Award.
- 2.18 "Through care" means the philosophy and practice of CSNSW by which inmates are managed from the start of their sentence with a view to maximizing reintegration into the community and achieving a reduction in recidivism.

3. Conditions Fixed by Other Instruments of Employment

- 3.1 The following Awards as varied from time to time, or any replacement Awards, in so far as they fix conditions of employment applying to employees covered by this Award, which are not fixed by this Award, shall continue to apply:

- 3.1.1 Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009
- 3.1.2 Crown Employees (Transferred Employees Compensation) Award.
- 3.2 The provisions of Department of Justice Flex Agreement, or any replacement Agreement, shall apply except where modified by this Award.
- 3.3 Except as expressly modified by this Award, and except where conditions are determined by the Awards and Agreement referred to in sub clauses 3.1 and 3.2 of this clause, the conditions of service of employees shall be determined by the provisions of the Act, the Regulation, the Rules and the Personnel Handbook.

4. Qualifications

- 4.1 The following qualifications shall apply except where specific exception is approved by the Secretary or delegate and where detailed in clause 16, Recruitment - Exceptional Circumstances, of this Award.
- 4.2 Teachers - shall hold a:
 - 4.2.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
 - 4.2.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
 - 4.2.3 current certificate in training and assessment as determined by the National Skills Standards Council (NSSC) or replacement body and as required by the national VET Regulator, Australian Skills Quality Authority (ASQA) or replacement body, to meet the national standards for training organisations;together with relevant related employment experience, as approved by the Secretary or delegate.
- 4.3 Correctional Education Officers - shall hold a:
 - 4.3.1 Bachelors degree in Education from a recognised university, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI; or
 - 4.3.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education, incorporating subjects studied which qualifies the employee to teach in the learning area required by AEVTI;
 - 4.3.3 current certificate in training and assessment as determined by the National Skills Standards Council (NSSC) or replacement body and as required by the national VET Regulator, Australian Skills Quality Authority (ASQA) or replacement body, to meet the national standards for training organisations;together with relevant related employment experience, as approved by the Secretary or delegate.
- 4.4 Senior Correctional Education Officers - shall hold a:
 - 4.4.1 Bachelors degree in Education from a recognised university; or
 - 4.4.2 Graduate Diploma (or higher) in Education, from a recognised university; and qualification (degree, diploma or certificate) from a recognised university (or other recognised tertiary education institution) in a discipline other than education; together with experience in adult education, as approved by the Secretary or delegate.

5. Salaries

- 5.1 Salaries for Senior Correctional Education Officers, Correctional Education Officers and Teachers are set out at Table 1 of Part B, Monetary Rates, of this Award.
- 5.2 These rates continue to be inclusive of the previously paid environmental allowance.
- 5.3 Commencing salaries for all employees to a role under this Award shall be consistent with the relevant provisions of the Personnel Handbook.

6. Salary Packaging Arrangements, Including Salary Sacrifice to Superannuation

- 6.1 The entitlement to salary package in accordance with this clause is available to:
 - 6.1.1 Full-time and part-time employees;
 - 6.1.2 Temporary employees, subject to CSNSW's convenience; and
 - 6.1.3 Casual employees, subject to CSNSW's convenience, and limited to salary sacrifice to superannuation in accordance with subclause 6.7.
- 6.2 For the purposes of this clause:
 - 6.2.1 "Salary" means the salary or rate of pay prescribed for the employee's classification by clause 5, Salaries and Table 1 of Part B, Monetary Rates, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
 - 6.2.2 "Post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 6.3 By mutual agreement with the Industrial Relations Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
 - 6.3.1 a benefit or benefits selected from those approved by the Industrial Relations Secretary and
 - 6.3.2 an amount equal to the difference between the employee's salary, and the amount specified by the Industrial Relations Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- 6.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 6.5 The agreement shall be known as a Salary Packaging Agreement.
- 6.6 Except in accordance with subclause 6.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Industrial Relations Secretary at the time of signing the Salary Packaging Agreement.
- 6.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
 - 6.7.1 paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
 - 6.7.2 where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or

- 6.7.3 subject to CSNSW's agreement, paid into another complying superannuation fund.
- 6.8 Where the employee makes an election to salary sacrifice, CSNSW shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 6.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- 6.9.1 *Police Regulation (Superannuation) Act 1906*;
- 6.9.2 *Superannuation Act 1916*;
- 6.9.3 *State Authorities Superannuation Act 1987*; or
- 6.9.4 *State Authorities Non-Contributory Superannuation Act 1987*,
- CSNSW must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 6.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub clause 6.9 of this clause, CSNSW must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by CSNSW may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 6.11 Where the employee makes an election to salary package:
- 6.11.1 subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
- 6.11.2 any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 5, Salaries and or Table 1 of Part B, Monetary Rates, of this Award if the Salary Packaging Agreement had not been entered into.
- 6.12 The Industrial Relations Secretary may vary the range and type of benefits available from time to time following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 6.13 The Industrial Relations Secretary will determine from time to time the value of the benefits provided following discussion with the Federation. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

7. Incremental Progression and Calculation of Service

- 7.1 Incremental progression and calculation of service shall be determined in accordance with the Regulation and the chapter dealing with Managing the Workplace of the Personnel Handbook, except where varied by clause 16, Recruitment - Exceptional Circumstances, of this Award.

8. Working Hours

- 8.1 Ordinary hours of work shall be 35 hours per week, Monday to Friday.

- 8.2 An employee shall not be directed to work longer than five continuous hours without a meal break.
- 8.3 Senior Correctional Education Officers and Correctional Education Officers
- 8.3.1 The provisions of Department of Justice Flex Agreement, or any replacement Agreement, shall apply to Senior Correctional Education Officers and Correctional Education Officers, including access to two days flex leave per flex period and five days banked hours.
- 8.3.2 The bandwidth shall be 6.30am - 9.00pm.
- 8.3.3 The core time shall be 10.00am - 3.00pm.
- 8.3.4 Flexible working hours including the taking of flex leave and banked hours shall remain at CSNSW's discretion, to be negotiated at the local level provided that the delivery of teaching programs is maintained.
- 8.4 Teachers
- 8.4.1 The standard attendance hours of full time Teachers shall be 35 hours per week, Monday to Friday inclusive, in recognition of the particular environment in CSNSW.
- 8.4.2 The daily span of working hours in correctional centres for Teachers shall be between 7.30am and 5.30pm on Monday to Friday, inclusive. Direct teaching activities and duties related to teaching worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and the supervising Senior Correctional Education Officer, be continuous.
- 8.4.3 Teachers classified as Day Workers, who are directed to perform direct teaching activities between:
- (i) 5.30pm and 9.00pm Monday to Friday and who are required to teach two separate sessions during these hours or one session which commences later than 5.30pm; or
- (ii) 7.30am and 9.00pm Saturday and who are required to teach two separate sessions during these hours;
- shall be paid at the rate of time and one quarter or may elect to take time in lieu which shall be calculated at the same rate as would have applied to the payment of teaching activities performed in terms of this clause.
- 8.4.4 Teachers shall not be entitled to flex time arrangements and shall be required to attend for rostered direct teaching activities as required by the Senior Correctional Education Officer.
- 8.4.5 The hours of attendance for duties related to teaching may be arranged by Teachers in consultation with the Senior Correctional Education Officer provided the requirements of CSNSW are met at all times. This will facilitate flexible start and finish times for Teachers.

9. Shift Work

- 9.1 Senior Correctional Education Officers, Correctional Education Officers and Teachers, who because of operational requirements are classified as Shift Workers shall be paid a shift allowance of 15 per cent where rostered to work Monday to Friday outside the ordinary working hours of a Day Worker.
- 9.2 Shift workers who are regularly required to perform rostered duty on Saturdays, Sundays and public holidays shall receive the following compensation and be subject to the following conditions:
- 9.2.1 For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.

- 9.2.2 For ordinary rostered time worked on a Sunday - additional payment at the rate of three-quarter time extra.
- 9.2.3 When rostered off on a public holiday - an additional day's pay.
- 9.2.4 For ordinary rostered time worked on a public holiday - additional payment at the rate of time and a half extra.
- 9.2.5 Recreation leave at the rate of four weeks a year, that is, 20 working days plus eight rest days.
- 9.2.6 Additional leave on the following basis:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of 12 months from 1 December one year to 30 November the next year.

	Additional Leave
4 -10	1 additional day's leave
11 -17	2 additional days' leave
18 - 24	3 additional days' leave
25 - 31	4 additional days' leave
32 or more	5 additional days' leave

10. Recreation Leave

- 10.1 Recreation leave for Day Workers shall be granted and administered as follows:
- 10.1.1 in accordance with the recreation leave provisions of the Regulation, the Conditions Award and the Personnel Handbook.
- 10.1.2 At least two consecutive weeks of recreation leave shall be taken by employees every twelve months as described in the Conditions Award.

11. Non-Attendance Time

- 11.1 Correctional Education Officers
- 11.1.1 In return for undertaking a maximum of 400 hours per annum of direct teaching activities, as provided at subclause 12.4, all Correctional Education Officers shall receive 10 working days non-attendance time.
- 11.2 Teachers
- 11.2.1 In return for the hours as described in clause 13 of this Award, Teachers shall be entitled to 7 weeks of agreed non-attendance time if employed for a full calendar year.
- 11.2.2 Where a Teacher commences or ceases employment part way through a calendar year, the entitlement to non-attendance time shall be calculated on a pro rata basis.
- 11.2.3 The pro rata calculation mentioned in paragraph 11.2.2 shall be as negotiated and agreed between CSNSW and Federation.
- 11.2.4 Where public holidays fall during a period of non-attendance time, those days shall be counted as non-attendance time.
- 11.3 For Correctional Education Officers and Teachers, non-attendance time shall be taken at CSNSW's convenience.
- 11.4 For Correctional Education Officers and Teachers, non-attendance time shall be non-accumulative.

- 11.5 For Correctional Education Officers and Teachers, may be required to attend some staff development activities during non-attendance time.
- 11.6 An annual calendar detailing the dates for non-attendance time to be taken shall be developed by the Senior Correctional Education Officer in consultation with senior management of the Correctional Centre and education employees, for approval by the Secretary or delegate.

12. Duties of Correctional Education Officers

- 12.1 Subject to subclauses 12.2 and 12.3 of this Award and following consultation with the supervising Senior Correctional Education Officer, Correctional Education Officers shall be required to undertake:
 - 12.1.1 Direct teaching activities for up to 10 hours per week; and
 - 12.1.2 Duties related to teaching and through care initiatives as specified at subclause 12.4, will be undertaken for the balance of hours consistent with the provisions of CSNSW’s Flexible Working Hours Agreement, or any replacement Agreement, with the ordinary hours of duty for the week being 35 hours.
- 12.2 To accommodate the educational delivery needs of a correctional centre, the direct teaching activities may be varied by plus or minus 5 hours in any one week.
- 12.3 There may be a need from time to time for a Correctional Education Officer not to undertake any direct teaching activities for a specified period of time (as determined by CSNSW) in order to meet the needs of the correctional centre. In these circumstances:
 - 12.3.1 Duties related to teaching/through care initiatives as provided by sub clause 12.4 shall be substituted for direct teaching activities; and
 - 12.3.2 Non-attendance time as provided for in clause 11 of this Award, shall continue to apply as if direct teaching activities were being undertaken.
- 12.4 Direct teaching activities and duties related to teaching/through care initiatives to be undertaken by Correctional Education Officers shall be as specified in the following table:

Direct Teaching Activities Correctional Education Officer	Duties Related to Teaching/Through Care Initiatives
Face-to-face teaching in any environment or setting, including but not limited to: - classrooms - workshops - industry - in the field Application of assessment and diagnostic instruments for inmates. Vocational assessment and counselling. Tutorial support for distance education enrolments and individual learners with difficulties. Workplace training & assessment including Core Skills Assessment	Duties related to teaching, including but not limited to: - preparation, for example, of course outlines and lesson plans - marking - support and advice to inmates - motivational interactions with inmates - enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets - attendance at staff meetings - attendance at case management meetings - attendance at moderation meetings - participation in case planning and case management activities - leading approved staff development activities - engaging in approved staff development activities research - recognition of prior learning processes - selection and purchase of resources

	<ul style="list-style-type: none"> - maintenance of inmate libraries in liaison with the Manager Library Services - course, curriculum and materials development and review - course co-ordination as specified in curriculum documents - end of course evaluation - entering student data on DCS systems <p>Duties related to facilitation of CSNSW's through care initiatives linking internal and external stakeholders, including but not limited to:</p> <ul style="list-style-type: none"> - industry and community liaison and promotion - co-ordination of traineeships and workplace training programs - workplace consultancy and advisory services - work placement co-ordination, supervision and pre and post release planning - inmate selection for education & vocational training programs & other program readiness - development of education case plan (includes CSNSW's Education Profile Interviews) - review of education plans
--	--

12.5 The specific range of duties as described in the table at subclause 12.4 of this Award to be undertaken by a Correctional Education Officer must meet the needs of the particular correctional centre. Duties required of a Correctional Education Officer shall be planned following consultation between the Correctional Education Officer and the supervising Senior Correctional Education Officer.

13. Duties of Teachers

13.1 Teachers shall be required to undertake direct teaching activities for 20 hours per week and duties related to teaching for 15 hours per week as provided by sub clause 13.2 of this Award.

13.2 Direct teaching activities and duties related to teaching for Teachers shall be as specified in the following table:

Direct Teaching Activities Teacher	Duties Related to Teaching
Face-to-face teaching in any environment or setting, including but not limited to: -classrooms - workshops - industry - in the field Application of assessment and diagnostic instruments for inmates. Vocational assessment and counselling. Tutorial support for distance education enrolments and individual learners with difficulties.	Duties related to teaching, including but not limited to: - preparation, for example, of course outlines and lesson plans - marking - support and advice to inmates - motivational interactions with inmates - enrolment and associated administration including maintenance of education and case management files, preparation of case reports and running sheets - attendance at staff meetings - attendance at case management team meetings - attendance at moderation meetings - participation in case planning and case management activities - course, curriculum and materials development and review - development of learning materials

Workplace training & assessment including Core Skills Assessment.	<ul style="list-style-type: none"> - research - recognition of prior learning processes - engaging in approved staff development activities - leading approved staff development activities - inmate selection for education & vocational training programs & other program readiness - development of education case plan (includes CSNSW's Education Profile Interviews) - review of education plans - end of course evaluation - entering student data on DCS systems
---	---

- 13.3 The parties agree that the duties undertaken by Teachers shall support the work of Correctional Education Officers in relation to through care outcomes.
- 13.4 The specific range of duties as described in the table at subclause 13.2 of this Award to be undertaken by a Teacher must meet the needs of the particular correctional centre. Duties required of a Teacher shall be planned following consultation between the Teacher and the supervising Senior Correctional Education Officer.
- 13.5 From time to time a Teacher's Direct Teaching Activities i.e. teaching hours, may be lost due to restricted correctional centre routines and other centre activities. In order to maintain a reasonable level of teaching hours:
- 13.5.1 There may be occasions where teaching hours previously lost may be made up during the following six week period, and
- 13.5.2 A Teacher may be required by the supervising Senior Correctional Education Officer to make up a maximum of 5 hours over a period of one week such that the number of teaching hours taught by that Teacher shall not exceed 6 hours in any one day and 25 hours in any one week.
- 13.5.3 These hours may only be made up on the days a Teacher is usually engaged to work and shall replace the hours usually spent on Duties Related to Teaching.
- 13.5.4 The development of education plans and review of education plans, as provided in subclause 13.2, may be substituted for direct teaching activities under subclause 13.5.2 to make up for lost teaching hours.

14. Leave Entitlements

- 14.1 Sick leave, maternity leave, parental leave, adoption leave, family and community service leave, and all other leave except for extended leave shall be granted and administered to employees in accordance with the provisions of the Conditions Award and the Personnel Handbook.
- 14.2 Extended leave entitlements shall be granted and administered to employees in accordance with the Regulation and the Personnel Handbook.

15. Part-Time Work

- 15.1 CSNSW is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to employees.
- 15.2 Part-time arrangements must be acceptable to both CSNSW and the employee and shall be in accordance with the provisions of the *Industrial Relations Act 1996* and the Flexible Work Practices Policy and Guidelines issued by the then Public Employment Office in October 1995, or any replacement Policy and/or Guidelines, including the requirement that entitlements are generally on a pro-rata basis.

16. Recruitment - Exceptional Circumstances

- 16.1 Exceptional circumstances shall be advertised as such and shall be limited to Teacher and/or Correctional Education Officer roles in rural locations that have been previously widely advertised with a resultant field of applicants who meet all selection criteria except for teaching qualifications. The applicant must hold qualifications in the core subject area of the advertised role and may have already commenced a course of study or have extensive employment related experience.
- 16.2 The decision, as to whether an exceptional circumstance exists, rests with the Secretary or delegate following consultation with local management.
- 16.3 In exceptional circumstances only, applicants for newly advertised role who do not possess the required teaching qualifications shall not be excluded from the selection process (subject to subclause 16.1 and 16.2 being met), and may be appointed on probation subject to the following provisions:
- 16.3.1 The employee shall remain on step one and shall not progress until evidence that the qualification has been completed is provided to CSNSW.
- 16.3.2 The employee shall commence and complete a course of study agreed to by the employee and the Secretary or delegate with no cost or burden to CSNSW.
- 16.3.3 Employees who have not commenced or completed their agreed course of study within the agreed and accepted timeframe shall have their circumstances reviewed by the Secretary or delegate and a representative of Federation. Where:
- (i) Special circumstances exist, an extension of time shall be granted to commence or complete the course of study and the probationary period is extended for 12 months (the probationary period may be extended for up to 2 years with extensions beyond 2 years at the discretion of the Secretary or delegate);
 - (ii) No special circumstances exist the employee's appointment shall be annulled.
- 16.3.4 Employees who have not commenced or completed the agreed course of study shall not have their appointment confirmed.
- 16.3.5 Once the required qualifications are gained the employee's salary entitlements shall be adjusted to the appropriate step commensurate to the qualifications gained including years of relevant experience and adjusted at the date at which those qualifications were attained.

17. Professional Development

- 17.1 CSNSW is committed to the development of highly skilled, motivated and professional employees.
- 17.2 Access to professional development opportunities shall be based on the:
- 17.2.1 CSNSW's needs; and
 - 17.2.2 Needs of individual employees as determined in consultation with their supervisors both at the local level and with the Secretary or delegate.
- 17.3 Subject to subclause 17.2 of this Award, the professional development of Senior Correctional Education Officers, Correctional Education Officers and Teachers shall be provided by:
- 17.3.1 Access to relevant courses provided by the Corrective Services Academy; and
 - 17.3.2 Provision for study assistance as described in the study assistance provisions of the Conditions Award and the Personnel Handbook.

17.3.3 Access to retraining across disciplines in accordance with the needs of CSNSW to facilitate multi-skilling and career path development.

17.4 Senior Correctional Education Officers, Correctional Education Officers and Teachers are encouraged to share their professional development experiences with other Senior Correctional Education Officers, Correctional Education Officers and Teachers.

18. Education Quality

18.1 In line with CSNSW's commitment to reducing re-offending, AEVTI is committed to providing adult education and vocational training programs to inmates and to identified disadvantaged groups within the inmate population.

18.2 AEVTI is committed to maintaining its status as a Registered Training Organisation by complying with appropriate Vocational Education Training Accreditation Board requirements including Australian Quality Training Framework Standards.

18.3 The provision of educational programs shall be in the form of nationally accredited curricula and delivery and assessment equivalent to that available in the community. Standards of delivery and assessment will be maintained by the employment of professional educators.

18.4 Education programs aim to contribute to the good order of correctional centres and to the overall wellbeing of inmates.

18.5 Education programs aim to assist inmates to develop knowledge, skills and aptitudes to improve their prospects for post release reintegration into the wider community.

18.6 These programs will include classroom subjects, vocational education, creative and cultural activities, social education and library facilities.

19. Consultation

19.1 The parties agree to consult on any matter relating to the introduction of major, system wide, educational initiatives by CSNSW.

19.2 A consultative committee shall be established for this purpose.

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

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:

20.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;

20.4.2 Offering or providing junior rates of pay to persons under 21 years of age;

- 20.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 20.4.4 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.
- 20.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 20.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

21. Harassment Free Workplace

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

22. Deduction of Federation Membership Fees

- 22.1 The Federation shall provide CSNSW with a schedule setting out Federation's fortnightly membership fees payable by members of the Federation in accordance with Federation's rules.
- 22.2 The Federation shall advise CSNSW of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to CSNSW at least four weeks in advance of the variation taking effect.
- 22.3 Subject to subclauses 22.1 and 22.2 above, CSNSW shall deduct Federation's fortnightly membership fees from the pay of any employee who is a member of Federation in accordance with the Federation's rules, provided that the employee has authorised CSNSW to make such deductions.
- 22.4 Monies so deducted from the employee's pay shall be forwarded regularly to the Federation together with all necessary information to enable the Federation to reconcile and credit subscriptions to employees' membership accounts.
- 22.5 Unless other arrangements are agreed to by CSNSW and Federation, all membership fees shall be deducted on a fortnightly basis.

- 22.6 Where an employee has already authorised the deduction of membership fees from his/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.

23. Dispute Resolution Procedures

- 23.1 Subject to the provisions of the *Industrial Relations Act 1996*, should any dispute (including a question or difficulty) about an industrial matter arises then the following procedures shall apply:
- 23.1.1 Should any dispute, question or difficulty arise as to matters occurring in a particular workplace, then the employee and/or Federation workplace representative shall raise the dispute, question or difficulty with the supervisor as soon as practicable.
- 23.1.2 The supervisor shall discuss the matter with the employee and/or Federation 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.
- 23.1.3 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 Federation may raise the matter with an appropriate CSNSW manager with a view to resolving the dispute, question or difficulty or negotiating an agreed method and time frame for proceeding.
- 23.1.4 Where the procedures in paragraph 23.1.3 do not lead to resolution of the dispute, question or difficulty, the matter shall be referred to the Secretary or delegate and the Branch Secretary of the Federation. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 23.1.5 Should the above procedure not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.
- 23.1.6 While the dispute resolution procedure is being followed, the status quo shall remain unless an work health and safety issue precludes such work. The status quo is the situation which prevailed before the cause of the dispute.

24. Duties as Directed

- 24.1 CSNSW 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 and provided that such duties are not designed to promote deskilling.
- 24.2 CSNSW may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained in the use of such tools and equipment.

25. No Further Claims

- 25.1 The parties agree that, during the term of this *Crown Employees (Education Employees, Department of Communities and Justice – Corrective Services NSW) Award 2019*, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by this award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal. The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

26. Area, Incidence and Duration

- 26.1 This Award shall apply to all employees as defined in clause 2, Definitions, of this Award.

- 26.2 This award rescinds and replaces the Crown Employees (Education Employees Department of Justice - Corrective Services NSW) Award 2018 published 6 September 2019 (385 I.G. 1).
- 26.3 This Award shall take effect from the first full pay period to commence on or after 1 January 2020 and shall remain in force until 31 December 2020.

PART B

MONETARY RATES

Table 1 - Salaries

	2.5 % from the first pay period commencing on or after 1 January 2020 \$
Teacher and Correctional Education Officer	
Step 1	89,623
Step 2	92,150
Step 3	95,744
Step 4	100,470
Senior Correctional Education Officer	
Step 1	114,148
Step 2	117,677

J.V. MURPHY, *Commissioner*

Printed by the authority of the Industrial Registrar.

INDEPENDENT COMMISSION AGAINST CORRUPTION AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Independent Commission Against Corruption.

(Case Nos. 181925 of 2019 and 22083 of 2020)

Before Acting Chief Commissioner Constant

28 January 2020

AWARD

Clause No.	Subject Matter
1.	Title of Award
2.	Dictionary of Terms
3.	Aims of the Award
4.	Communication and Consultation
5.	ICAC Officer Classification and Salary Structure
6.	Basis of Employment
7.	Performance Management and Salary Increments
8.	Training and Development
9.	Redundancy and Redeployment
10.	Conditions of Employment
11.	Hours of Employment - Flexible Working Hours Scheme (FWHS)
12.	Flexible Work Arrangements (FWA)
12A.	Lactation Breaks
13.	Annual Leave
14.	Concessional Leave and Easter Thursday
15.	Extended Leave
16.	Family and Community Service Leave and Carer's Leave
17.	Holy Days and Essential Religious Duties
18.	Leave Without Pay
19.	Military Leave
20.	Parental Leave
21.	Public Holidays
22.	Sick Leave
23.	Special Leave
23A.	Leave for Matters Arising from Domestic Violence
24.	Study Time and Examination Leave
25.	Travelling Time Compensation
26.	Overtime
27.	Performing Higher Duties
28.	Allowances and Loadings
29.	Secure Employment Test Case - WHS Obligations
30.	Grievance and Dispute Resolution
31.	No Extra Claims
32.	Anti-Discrimination
33.	Salary Packaging
34.	Area, Incidence and Duration

Schedule 1 - ICAC Officer Classification Salary Rates

Schedule 2 - Allowance Rates

Schedule 3 - Casual Employees Entitlements

1. Title of Award

This Award will be known as the Independent Commission Against Corruption Award 2019.

2. Dictionary of Terms

Commission - the Independent Commission Against Corruption

ICAC - the Independent Commission Against Corruption

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

Executive - the ICAC's statutory officers and Executive Directors

Chief Commissioner - the Chief Commissioner of the ICAC

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

3. Aims of the Award

The Commission is a statutory body set up under the *Independent Commission Against Corruption Act 1988* to expose and minimise corruption in the NSW public sector. This Award documents the conditions of employment and the rights and obligations of management and staff that will help to achieve this objective.

This Award was negotiated by the ICAC Award Negotiation Committee comprised three staff, a Public Service Association industrial officer and three management representatives. Staff were consulted throughout the development of the Award and have agreed to this Award.

The Award aims to achieve the following outcomes:

- to improve the efficiency and productivity of the ICAC
- to enhance our culture of consultation
- to provide equitable remuneration and conditions of employment
- to provide information on conditions of employment in plain English
- to improve the development and utilisation of staff

We are committed to certain fundamental values in all our interactions with public sector agencies, other organisations, individuals and our staff. We will:

- advance the public interest at all times
- always act ethically and with integrity
- be fair, impartial and accountable in all our work
- strive for excellence in everything we do
- be tenacious and professional in pursuing our aim
- respect each other and work collaboratively

preserve the ICAC's independence.

This Award rescinds and replaces all other industrial instruments except as referred to in this document.

4. Communication and Consultation

The Commission Consultative Group (CCG) is the formal mechanism for consultation and communication between staff and management on matters of policy and procedure.

Purpose - to improve performance through consultation leading to informed decision making.

Role - to consider issues of policy or procedure, with Commission-wide significance to staff, as referred by staff and management. Generally, the CCG provides a consultative forum for developing or reviewing policies, procedures, and/or recommendations as to final policy or procedure to the Chief Commissioner or manager with delegated authority. Delegation to the CCG of decision-making power in suitable matters will also be an option for the Executive.

PSA representation - a PSA industrial staff representative.

Staff representation - there are five staff representatives, at least one of whom is a delegate of the PSA. Representatives are elected by secret ballot and are appointed for a period of two years.

The Executive representation - three Executive representatives are appointed by the Chief Commissioner for a period of two years.

Operation - The CCG determines its own meeting procedure and charter of operation.

Other committees - The Access and Equity Committee, the Occupational Health and Safety Committee and the Classification Committee report to the Chief Commissioner through the CCG. The CCG will ensure that these committees are appropriately structured and operate in accordance with relevant legislation, including that election procedures are appropriate, and that membership is balanced by gender and is representative of the staff

5. ICAC Officer Classification and Salary Structure

- (1) The ICAC Officer classification Grades 1 - 8 have regard to the following principles:
 - (a) work of equal value attracts equal remuneration in a structure reflecting a composite weighting of the markets from which the Commission recruits its employees
 - (b) a structure which supports improved performance.
- (2) The ICAC Officer grades and salary rates appear in Table 1 of Schedule 1 of this Award.
- (3) The salary structure has regard for equivalent work value and salaries in the following markets:

NSW public sector (Administrative & Clerical and Legal), Police/Investigator (NSW, Federal, Australian Crime Commission)

Private sector (Information Technology)
- (4) All ICAC positions are evaluated using job evaluation processes and placed within the ICAC Officer grades, as shown in Table 1 of Schedule 1 of this Award.
- (5) Table 2 of Schedule 1 shows the salaries of Investigation Division positions that receive overtime and/or incidents allowances as detailed in clauses 26(5) and 28(5) of this Award.
- (6) Merit based selection processes are required for permanent upward movement between ICAC Officer grades.

- (7) Progression through the salary points (increments) in an ICAC Officer grade requires satisfactory performance within the Commission's performance management system, as described in clause 7 of this Award.
- (8) This Award applies to positions as specified in position descriptions as at the making of this Award.
- (9) The annual salaries of ICAC staff covered by this Award shall be adjusted by an increase of 2.5% from the first full pay period on or after 1 July 2019.

6. Basis of Employment

- (1) The employment of members of staff of the Commission is subject to s.104 of the *Independent Commission Against Corruption Act 1988*.
- (2) Members of staff of the Commission are appointed by the Chief Commissioner and are taken to be employed by the Government of New South Wales in the service of the Crown but the Chief Commissioner is, for the purposes of any proceedings relating to staff employed under s.104 held before a competent tribunal having jurisdiction to deal with such matters, taken to be the employer of the staff.
- (3) Persons employed under s.104 are appointed as a member of staff of the Commission at the discretion of the Chief Commissioner and are subject to the control and direction of the Chief Commissioner.
- (4) The basis of employment in the Commission is permanent (either full-time or part-time), that is, continuing employment subject to satisfactory work performance and conduct.
- (5) The Commission may engage employees other than permanent employees. These employees may be part-time, casual, fixed term or secondees and will be engaged when:
 - (a) additional skills, expertise or experience in the current workforce are required and the position will not be required on an ongoing basis.
 - (b) a position is vacant because an employee is on approved leave of absence.
- (6) It is the intention of the parties that the Commission's recruitment policy will indicate the steps to be taken to determine the availability of skills, expertise or experience within the Commission prior to the initiation of any external action. Appointment to a position at the ICAC will involve a six months probationary period or such period as the Chief Commissioner directs. The probationary period applies to permanent employees.
- (7) Satisfactory performance encompasses, but is not limited to:
 - (a) satisfactory discharge of duties as incorporated in the individual performance agreement
 - (b) participation in corporate activities
 - (c) commitment to and participation in training and development opportunities.
- (8) Satisfactory conduct encompasses, but is not limited to:
 - (a) observing the law
 - (b) observing Commission policies and procedures
 - (c) observing ethical standards of behaviour as set out in the Commission's Code of Conduct.
- (9) Subject to section 104 of *Independent Commission Against Corruption Act 1988*, the Commission will, wherever possible, follow the management practices relating to termination and dismissal prescribed in legislation that affects NSW employers.

- (10) Recruits may decide to be seconded to a permanent position or come to the Commission on Leave Without Pay from their substantive public sector employer. Where the Commission offers ongoing employment in the same position then staff currently on secondment or leave without pay may apply to resign from their substantive employment and join the Commission as a permanent member of staff in their current job, provided performance and conduct are satisfactory and, where possible, three months' notice is given. This opportunity is not available to temporary employees.
- (11) A temporary employee may be directly appointed to a permanent position if the employee has filled that position for one year on a temporary basis and was initially recruited under merit selection.
- (12) Resignation - 4 weeks notice in writing is required unless the Commission agrees to a lesser period of notice.
- (13) Termination of employment - 4 weeks notice shall be given by staff; or in lieu of notice, the Commission may grant payment in lieu.
- (14) Casual employees shall receive leave entitlements as referred to in Schedule 3 of this Award.

7. Performance Management and Salary Increments

- (1) The aims of the Commission's performance management system are:
 - (a) to establish a climate of continuous improvement within the Commission
 - (b) to match individual staff performance objectives with Commission performance objectives and Corporate and Strategic Plans
 - (c) to provide a process that ensures honest communication between staff and supervisors about the work they do, how it is done and how performance is measured
 - (d) to ensure the identification of training and development needs are in line with requirements of the individual and the Commission.
- (2) The Commission's performance management system is based on an annual performance agreement between staff and their supervisor. The annual performance agreement sets out the agreed outcomes to be measured and how these outcomes will be measured (i.e. performance measures).
- (3) There are stages to be completed each year for the Commission's performance management system, which will occur at a common time for all employees, these stages are outlined in the Commission's policy on performance management.
- (4) Progression through the salary points in the ICAC Officer range is based on performance under the Commission's performance management system. The Annual Review, which occurs in June each year, includes an overall assessment of performance.
- (5) All staff have a common increment date of 1 July and their increment will be eligible for payment in the first full pay period commencing on or after 1 July each year, subject to satisfactory performance under the Commission's performance management system.
- (6) The minimum period of service required before consideration for an increment would be 4 months subject to completion of a Performance Agreement within 6 weeks of appointment or promotion.
- (7) Procedures for managing poor performance will include:
 - (a) the implementation of a 3 month performance improvement plan, with a further extension of 1 month if performance remains unsatisfactory.
 - (b) the deferral of an increment following unsatisfactory performance will create a new increment anniversary date for that year. If performance is maintained at a satisfactory level for at least a 4

month period, prior to the common increment date of 1 July, the staff member, similar to other staff, may be considered for an increment at that time. If the period of satisfactory performance and issuing of a new increment date is less than four months prior to the common increment date then the staff member will only receive an increment on their new increment date and will not be entitled to another increment at the common increment date. If performance is maintained at a satisfactory level, it will not be until the subsequent year that the common increment date will once again become applicable.

8. Training and Development

- (1) The Commission is committed to providing training and development activities that aim to increase the skills, knowledge and experience of staff. The activities provided include:
 - (a) job relevant training
 - (b) refresher courses
 - (c) new skills training
 - (d) participation in corporate activities
 - (e) opportunities to do work at a similar or higher grade within the Commission, or on secondment to other agencies
 - (f) transfer, promotion or secondment opportunities
 - (g) training where performance has been identified as inadequate
 - (h) other career development opportunities relevant to the work of the Commission.
- (2) The CCG will oversee the implementation of the Commission's Training and Development Policy, taking into account:
 - (a) the needs of all employees
 - (b) access is fair and in line with EEO principles
 - (c) corporate or Unit planning or training arising out of the Commission's performance management program
 - (d) the level of resources needed in implementing the program and the most effective way of using those resources.

9. Redundancy and Redeployment

Staff and management are covered by the provisions of the NSW Department of Premier and Cabinet's 'Managing Excess Employees' Policy and directions for redundancy and redeployment.

10. Conditions of Employment

- (1) The conditions of employment are set out in this Award and include compliance with the Commission's General Policies and Procedures. The Commission's General Policies and Procedures are to be read as amended and in force at the date under consideration. To the extent of any inconsistency between the Commission's General Policies and Procedures and the Award, the conditions of the Award shall prevail.
- (2) The ICAC's conditions of employment are based on NSW public service conditions at the date of the making of this Award. Changes in public service Awards and/or conditions of employment that occur after the making of this Award will be referred to the CCG for consideration and possible

recommendation to the Chief Commissioner. If it is decided they should apply, this Award will be varied in accordance with the *Industrial Relations Act 1996*.

- (3) In setting conditions of service for staff of the Commission regard will be given to the provisions of the current Crown Employees (Public Service Conditions of Employment) Award.
- (4) If conditions of employment for staff of the Commission are not covered by this Award then the provisions of the current Crown Employees (Public Service Conditions of Employment) Award will be referred to. Any changes to conditions of service will be made in consultation with the CCG. Where they differ, for example in relation to Surveillance Officer conditions, they are defined in policy documents held at the ICAC.
- (5) Staff transferring to the Commission from other NSW public sector agencies may be able to transfer some of their existing entitlements to the Commission consistent with NSW public sector mobility provisions. However, the transfer of annual leave entitlements is restricted to a maximum of 5 days. This restriction of a maximum of 5 days of leave does not apply to the transfer of other types of leave entitlements to the Commission.

11. Hours of Employment - Flexible Working Hours Scheme (FWHS)

- (1) The Commission operates under a Flexible Working Hours Scheme as follows. This clause must be read in conjunction with the Commission's Flexible Working Hours Policy (Policy 31) as is in force at the relevant time. The provisions of this clause prevail to the extent of any inconsistency with the policy.
- (2) Purpose - to improve organisational performance and to provide the Executive and employees with flexibility in arranging working hours.
- (3) Principles - In order that staffing levels are sufficient to meet operational requirements, the Guarantee of Service and performance standards, management and staff are committed to ensuring that:
 - (a) decisions regarding working hours will be made taking into account the requirements of the particular Division, Section or team and the Commission
 - (b) decisions regarding working hours will be made between an employee and their direct supervisor based on consultation and negotiation
 - (c) supervisors will notify staff of the need to change hours as soon as practicable
 - (d) staff will give reasonable notice of request for flex leave.
- (4) The provisions of this clause shall apply to part time staff on a pro rata basis.
- (5) Surveillance Officers - Management recognises the need for greater flexibility in managing the flexible working hours' scheme for Surveillance Officers and allows for variations in recognition of the employment situation of surveillance staff, which are referred to in the Flexible Working Hours policy.
- (6) Ordinary hours of work - 7 hours/day, 35 hours/week, Monday to Friday.
- (7) Commission's daily hours of business - 9 am to 5 pm.
- (8) Daily period in which work is to be performed (bandwidth) - 7.30 am to 7.00 pm. This period may be varied with the agreement of staff and their supervisor to meet Commission or staff needs. If the bandwidth is altered, flex is accrued after 7 hours work (excluding meal breaks) and overtime after 11.5 hours from the start of the altered bandwidth.
- (9) Minimum hours to be worked each day - 5 hours. Minimum hours may be varied temporarily by agreement of the staff member and their Executive Director in exceptional circumstances.
- (10) Maximum hours to be worked each day - 10, unless approved otherwise.

- (11) Meal break - Minimum of 30 minutes every 5 hours. Surveillance Officer meal breaks and the payment of meal allowances are defined in a policy document held at the ICAC.
- (12) Flex Period - 140 hours (4 weeks), which are the contract hours for a full time employee.
- (13) Maximum Flex Leave that can be taken in any financial year - 26 days (182 hours). This includes both flex and banked flex leave.
- (14) Carry over credit at end of Flex Period - up to 21 hours.
- (15) Carry over debit at end of Flex Period - up to 10 hours. Debits in excess of 10 hours must be offset by an application for Annual Leave.
- (16) Flex Leave (FL) and Banked Flex Leave (BFL) that can be taken in a Flex Period - 21 hours. Staff are expected to take Flex leave and or banked flex leave as either a half day (3.5 hours) or a full day (7 hours). Part time employees may take a pro rata amount equivalent to the hours worked on a specific day. Flex Leave may be taken at the beginning and/or end of a period of other leave.
- (17) Banked Flex Leave - Working hours in excess of the 21 hour carry over credit may be banked. The maximum hours to be banked is up to 21 hours. The minimum amount of banked flex leave that can be used is 3.5 hours. BFL may be taken in conjunction with Flex leave and at the beginning and/or end of a period of other leave.
- (18) Flex Record - Staff must maintain current and accurate records of their working hours on the Timekeeper system. Data from the Record will be analysed from time to time.
- (19) Where a staff member has accrued 6 weeks recreation leave (over 30 days), unless otherwise authorised by their Director, flex leave, including banked flex leave can only be taken in situations where at least one day of recreation leave has been applied for and approved within the flex period. If, however recreation leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

12. Flexible Work Arrangements (FWA)

- (1) This Award aims to provide assistance to staff in balancing their personal and work commitments. This enables the Commission to be more flexible in the delivery of its services and to improve the satisfaction of staff. FWA will only be available with the agreement of management. All conditions of employment in this Award apply to part time staff on a pro-rata basis.
- (2) The following FWA are available:
 - (a) Permanent Part-time Employment - enables staff to permanently work hours which are less than the full-time weekly hours of their position.
 - (b) Part-time Leave Without Pay - enables staff to work on a part-time basis for a period of time, either by cutting hours in their current position or by doing other duties. At the end of the period they return to full-time work.
 - (c) Part Year Employment - enables staff to work for an agreed number of weeks per year, with an agreed number of unpaid weeks.
 - (d) Job Sharing - enables a job to be shared by two or more staff. They may be employed on a part-time basis or may be full-time employees taking part-time leave without pay.
 - (e) Working at home - Staff may work at home from time to time if it is an efficient and effective way of working and the outcomes to be achieved are agreed to by their supervisor. The documented security policies and procedures relating to this provision must be adhered to at all times.

- (3) A permanent member of staff originally employed on a full-time basis and currently working in a FWA has the right to return to full-time employment. In such a case they will be paid at their substantive salary level but may not be able return to the work carried out before entering the FWA in accordance with the ICAC Policy.

12A. Lactation Breaks

- (1) This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Award.
- (2) A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- (3) A part time staff member working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- (4) A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the staff member.
- (5) The Commission shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- (6) Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt to identify reasonable alternative arrangements for the staff member's lactation needs.
- (7) Staff members experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- (8) Staff members needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 22, Sick Leave of this award, or access to the flexible working hours scheme provided in clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH) of this award, where applicable.

13. Annual Leave

- (1) Staff are entitled to 20 working days/140 hours of annual leave per year. Annual leave accrues at the rate of 1.67 working days/11.62 hours per month and may be taken in periods of not less than ¼ day. At least 10 days annual leave must be taken each financial year. To enable better planning of annual leave and flex and banked flex leave, and to ensure better availability of staff throughout the year, staff undertake to manage their annual leave to give the Commission maximum notice of their wishes. The Commission, will, wherever possible, meet the leave requirements of staff; however, the taking of annual leave is subject to Commission convenience.
- (2) An annual leave entitlement does not accrue during any periods of unpaid leave except for periods of sick leave without pay.
- (3) Staff annual leave balances at 30 June each year can accrue to a maximum of 30 working days/210 hours unless an approval to conserve annual leave has been granted by the relevant director. The taking of flex leave can be affected by annual leave balance in excess of 30 days. Refer to clause 11, Hours of Employment - Flexible Working Hours Scheme (FWH).

14. Concessional Leave and Easter Thursday

- (1) Concessional Leave: At Christmas, where the Premier grants concessional leave, the Chief Commissioner may make a similar grant to Commission staff provided that adequate service to the public is maintained. Advice to staff on whether the leave is available, as well as the relevant conditions, will be provided at least two weeks prior to Christmas each year.
- (2) Easter Thursday: The Chief Commissioner may grant access to an additional ½ day flex leave on the afternoon of Easter Thursday in the flex period in which Easter Thursday falls, provided that adequate service to the public is maintained. In order to be able to take the additional ½ day of flex leave the staff member must have enough flex time accrued during the flex period to ensure he/she does not go into debit of more than 10 hours at the end of the flex period.

15. Extended Leave

- (1) The ICAC extended leave entitlements are:
 - (a) Extended leave (EL) entitlement after 10 years service - 2 months (44 working days) on full pay and 11 working days for every year of service thereafter. EL may be taken at half pay.
 - (b) EL entitlement after 7 years service - staff with 7 years or more service will be entitled to take (or be paid out on resignation) EL in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted. No repayment will be required if a staff member does not reach 10 years service.
 - (c) EL entitlement after 5 years service but less than 7 years service - If the ICAC terminates employment for reasons other than serious and intentional misconduct, or, staff leave on account of illness, incapacity or domestic or other pressing necessity, staff are entitled to 1 month's EL for 5 years service plus a pro-rata rate for service of between 6 and 7 years.
 - (d) EL on Double Pay - A staff member with an entitlement to EL may elect to take leave at double pay. The additional payment will be made as a superable, taxable allowance for employees covered by the *First State Superannuation Act 1992* and members of another complying fund of their choice. The double payment is not superable for members of the closed NSW Public Sector Superannuation Schemes, which are established by the *Police Regulation (Superannuation) Act 1906*, the *State Authorities Non-Contributory Superannuation Act 1987*, the *State Authorities Superannuation Act 1987* and the *Superannuation Act 1916*.

The staff members leave balance will be debited for the actual period of the absence from work and an equivalent number of days as are necessary to pay the allowance. Other leave entitlements, e.g. recreation leave, sick leave and EL will accrue at the single time rate where a staff member takes EL at double time. Superannuation contributions will only be made on the basis of the actual absence from work, i.e. at the single time rate. Where a staff member elects to take EL at double pay, in most cases a minimum period of absence of one week should be taken, i.e. one week leave utilising two weeks of accrued leave.

- (2) Public holidays that fall whilst a staff member is on a period of EL will be paid and not debited from a staff member's EL entitlement. In respect of public holidays that fall during a period of double pay EL a staff member will not be debited in respect of the leave on a public holiday. The staff member's leave balance will however be reduced by an additional day to fund the non-superable taxable allowance.
- (3) Service for EL purposes - The following service with public sector agencies may count for EL purposes, depending on the agency:
 - (a) permanent and temporary work periods of employment with the ICAC under the *Independent Commission Against Corruption Act 1988*.
 - (b) continuous service with agencies under the *Government Sector Employment Act 2013* and as defined by the Department of Finance, Services and Innovation, NSW Industrial Relations

Executive Director. This generally includes service with the NSW public sector, some agencies in the Commonwealth and other states. Where the break in service between a public sector agency and starting work with the ICAC is less than two months, this previous employment may be able to be recognised for EL purposes providing that the offer of employment with the Commission was accepted with the Commission prior to resignation.

16. Family and Community Service Leave and Carer's Leave

- (1) Family and Community Service Leave (FACSL) - staff may be granted FACSL for reasons relating to unplanned and/or emergency situations associated with:
 - (a) their family responsibilities
 - (b) their performance of community service duties
 - (c) pressing necessity.
- (2) Such unplanned and emergency situations may include, but not be limited to, the following: -
 - (a) Compassionate grounds, such as the death or illness of a close member of the family or a member of the staff member's household including organising and attending to funeral arrangements;
 - (b) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (c) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens a staff member's property and/or prevents a staff member from reporting for duty;
 - (d) Attending to emergency or unplanned or unforeseen family responsibilities, such as attending a child's school for an emergency reason or emergency cancellations by child care providers;
 - (e) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Chief Commissioner considers the granting of family and community service leave to be appropriate in a particular case;
 - (f) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for staff members who are selected to represent Australia or the State;
 - (g) Absence during normal working hours to attend meetings, conferences or to perform other duties for staff members holding office in Local Government whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a position of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council.
- (3) Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.
- (4) FACS leave can be used for carer's responsibilities to care for an ill family member as defined below. In this situation, FACS leave does not need to be unplanned or an emergency however, FACS leave needs to be exhausted prior to carer's leave being accessed to care for an ill family member. Refer to carer's leave for further explanation.
- (5) A family and relative of a staff member for these purposes is:
 - (a) Your child
 - (b) The child of your current or former husband, wife, de facto opposite or same sex partner
 - (c) Any adult who you are the legal guardian of

- (d) Any 'immediate family member'. This means any of the following:
 - (i) Your current or former husband, wife, de facto opposite or same sex partner,
 - (ii) Your grandchild or the grandchild of your current or former husband, wife, de facto opposite or same sex partner,
 - (iii) Your parent or the parent of your current or former husband, wife, de facto opposite or same sex partner,
 - (iv) Your grandparent or the grandparent of your current or former husband, wife, de facto opposite or same sex partner,
 - (v) Your brother or sister or the brother or sister of your current or former husband, wife, de facto opposite or same sex partner.
- (6) Family and community service leave shall accrue as follows:
 - (a) 2-1/2 days in the staff member's first year of service;
 - (b) 2-1/2 days in the staff member's second year of service; and
 - (c) 1 day per year thereafter.
- (7) Part time staff will accrue at a pro-rata amount.
- (8) Where FACSL is exhausted, two additional working days FACSL may be granted on a discrete per occasion basis on the death of a person defined above.
- (9) Carer's Leave (CL) - Where FACSL is exhausted, unused sick leave may be granted to staff responsible for the care of an ill family member using the above definition of family member.
- (10) The sick leave that can be accessed is:
 - (a) unused sick leave from the previous 3 years.
 - (b) access to additional sick leave accumulated from eligible service may be granted in special cases.
- (11) When applying for CL staff must supply:
 - (a) a medical certificate or Statutory Declaration for periods greater than 2 consecutive working days.
 - (b) details of the name of the person being cared for, their relationship with that person, the reason for that period of leave.
 - (c) the exact nature of the illness does not need to be disclosed.
- (12) The use of CL will be managed in the same way as sick leave, with evidence and medical certificates being required when applying for carer's leave for takings in excess of two consecutive days.
- (13) Where FACSL and CL are exhausted, time off in lieu of overtime or travelling compensation or flex time, annual, LSL and leave without pay may be granted.

17. Holy Days and Essential Religious Duties

- (1) Staff of any religious faith who need leave for the purpose of observing holy days of that faith may be granted available paid or unpaid leave provided that adequate notice is given.

- (2) Staff of any religious faith who need time off during daily working hours to attend to essential religious duties of that faith may use the provisions of the Flexible Working Hours Scheme.

18. Leave Without Pay

- (1) Staff may be granted periods of leave without pay in excess of 2 months after 2 years employment with the Commission. The maximum period that may be granted in this case is 12 months subject to special approval by the Chief Commissioner. Staff taking 12 months LWOP must return to work for the Commission for a minimum of 2 years before further LWOP is granted.
- (2) A staff member shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the staff member elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- (3) No paid leave shall be granted during a period of leave without pay.

19. Military Leave

- (1) Staff who are volunteer, part-time members of the Defence Forces may be granted military leave on full pay to attend training, education, instruction and compulsory parades. The grant each financial year is:
 - (a) Navy Reserve - up to 24 calendar days
 - (b) Army Reserve - up to 24 calendar days
 - (c) Air Force Reserve - up to 28 calendar days
- (2) The Chief Commissioner may grant a staff member special leave of up to 1 day to attend medical examinations and tests required for acceptance as volunteer part time members of the Australian Defence Forces.
- (3) A staff member who is requested by the Australian Defence Forces to provide additional military services requiring leave in excess of the entitlement specified may be granted Military Leave Top up Pay by the Chief Commissioner. Military Leave Top up Pay is calculated as the difference between a staff member's ordinary pay as if they had been at work, and the Reservist's pay which they receive from the Commonwealth Department of Defence.
- (4) During a period of Military Leave Top Up Pay, a staff member will continue to accrue sick leave, recreation and extended leave entitlements, and the Commission is to continue to make superannuation contributions at the normal rate.

20. Parental Leave

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

- (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 Chief Commissioner may determine, if the child has commenced school at the date of the taking of custody.
 - (c) Special Adoption Leave - A staff member shall be entitled to special adoption leave (without pay) for up to 2 days to attend interviews or examinations for the purposes of adoption. Special adoption leave may be taken as a charge against recreation leave, extended leave, flexitime or family and community service leave.
- (4) Where maternity or adoption leave does not apply, "other parent" leave is available to male and female staff who apply for leave to look after his/her child or children. Other parent leave applies as follows:
- (a) Short other parent leave - an unbroken period of up to 8 weeks at the time of the birth of the child or other termination of the spouse's or partner's pregnancy or, in the case of adoption, from the date of taking custody of the child or children;
 - (b) Extended other parent leave - for a period not exceeding 12 months, less any short other parental leave already taken by the staff member as provided for in paragraph (a) of this subclause. Extended other parental leave may commence at any time up to 2 years from the date of birth of the child or the taking of custody of the child.
- (5) A staff member taking maternity or adoption leave is entitled to payment at the ordinary rate of pay for a period of up to 14 weeks, a staff member entitled to short other parent leave is entitled to payment at the ordinary rate of pay for a period of up to 1 week, provided the staff member:
- (a) Applied for parental leave within the time and in the manner determined set out in subclause (10) of this clause; and
 - (b) Prior to the commencement of parental leave, completed not less than 40 weeks' continuous service.
 - (c) Payment for the maternity, adoption or short other parent leave may be made as follows:
 - (i) in advance as a lump sum; or
 - (ii) fortnightly as normal; or
 - (iii) fortnightly at half pay; or
 - (iv) a combination of full-pay and half pay.
- (6) Payment for parental leave is at the rate applicable when the leave is taken. A staff member holding a full time position who is on part time leave without pay when they start parental leave is paid:
- (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.
- (7) A staff member who commences a subsequent period of maternity or adoption leave for another child within 24 months of commencing an initial period of maternity or adoption leave will be paid:

- (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 staff member has returned to work and reduced their hours during the 24 month period; or
 - (c) at a rate based on the hours worked prior to the subsequent period of leave where the staff member has not reduced their hours.
- (8) Except as provided in subclauses (5), (6) and (7) of this clause parental leave shall be granted without pay.
- (9) Right to request
- (a) A staff member who has been granted parental leave in accordance with subclause (2), (3) or (4) of this clause may make a request to the Chief Commissioner to:
 - (i) extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (ii) return from a period of full time parental leave on a part time basis until the child reaches school age (Note: returning to work from parental leave on a part time basis includes the option of returning to work on part time leave without pay);to assist the staff member in reconciling work and parental responsibilities.
 - (b) The Chief Commissioner shall consider the request having regard to the staff member's circumstances and, provided the request is genuinely based on the staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Commission's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (10) Notification Requirements
- (a) When the Commission is made aware that a staff member or their spouse is pregnant, or is adopting a child, the Commission must inform the staff member of their entitlements and their obligations under the award.
 - (b) A staff member who wishes to take parental leave must notify the Commission in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:
 - (i) that she/he intends to take parental leave, and
 - (ii) the expected date of birth or the expected date of placement, and
 - (iii) if she/he is likely to make a request under subclause (9) of this clause.
 - (c) At least 4 weeks before a staff member's expected date of commencing parental leave they must advise:
 - (i) the date on which the parental leave is intended to start, and
 - (ii) the period of leave to be taken.
 - (d) Staff member's request and the Chief Commissioner's decision to be in writing
- The staff member's request under paragraph (9)(a) and the Chief Commissioner's decision made under paragraph (9)(b) must be recorded in writing.

- (e) A staff member intending to request to return from parental leave on a part time basis or seek an additional period of leave of up to 12 months must notify the Commission in writing as soon as practicable and preferably before beginning parental leave. If the notification is not given before commencing such leave, it may be given at any time up to 4 weeks before the proposed return on a part time basis, or later if the Chief Commissioner agrees.
 - (f) A staff member on maternity leave is to notify the Commission of the date on which she gave birth as soon as she can conveniently do so.
 - (g) A staff member must notify the Commission as soon as practicable of any change in her intentions as a result of premature delivery or miscarriage.
 - (h) A staff member on maternity or adoption leave may change the period of leave or arrangement, once without the consent of the Commission and any number of times with the consent of the Commission. In each case she/he must give the Commission at least 14 days notice of the change unless the Chief Commissioner decides otherwise.
- (11) A staff member has the right to her/his former position if she/he has taken approved leave or part time work in accordance with subclause (9) of this clause, and she/he resumes duty immediately after the approved leave or work on a part time basis.
 - (12) If the position occupied by the staff member immediately prior to the taking of parental leave has ceased to exist, but there are other positions available that the staff member is qualified for and is capable of performing, the staff member shall be appointed to a position of the same grade and classification as the staff member's former position.
 - (13) A staff member does not have a right to her/his former position during a period of return to work on a part time basis. If the Chief Commissioner 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.
 - (14) A staff member who has returned to full time duty without exhausting their entitlement to 12 months unpaid parental leave is entitled to revert back to such leave. This may be done once only, and a minimum of 4 weeks notice (or less if acceptable to the Commission) must be given.
 - (15) A staff member who is sick during her pregnancy may take available paid sick leave or accrued recreation or extended leave or sick leave without pay. A staff member may apply for accrued recreation leave, extended leave or leave without pay before taking maternity leave. Any leave taken before maternity leave, ceases at the end of the working day immediately preceding the day she starts her nominated period of maternity leave or on the working day immediately preceding the date of birth of the child, whichever is sooner.
 - (16) A staff member may elect to take available recreation leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.
 - (17) A staff member 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.
 - (18) If, for any reason, a pregnant staff member is having difficulty in performing her normal duties or there is a risk to her health or to that of her unborn child the Commission, should, in consultation with the staff member, take all reasonable measures to arrange for safer alternative duties. This may include, but

is not limited to greater flexibility in when and where duties are carried out, a temporary change in duties, retraining, multi-skilling, job redesign and working from home or remotely.

- (19) If such adjustments cannot reasonably be made, the Chief Commissioner must grant the staff member maternity leave, or any available sick leave, for as long as it is necessary to avoid exposure to that risk as certified by a medical practitioner, or until the child is born whichever is the earlier.
- (20) Communication during parental leave
 - (a) Where a staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Commission shall take reasonable steps to:
 - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave; and
 - (ii) provide an opportunity for the staff member to discuss any significant effect the change will have on the status or responsibility level of the position the staff member held before commencing parental leave.
 - (b) The staff member shall take reasonable steps to inform the Chief Commissioner about any significant matter that will affect the staff member's decision regarding the duration of parental leave to be taken, whether the staff member intends to return to work and whether the staff member intends to request to return to work on a part time basis.
 - (c) The staff member shall also notify the Chief Commissioner of changes of address or other contact details which might affect the Commission's capacity to comply with paragraph (a) of this subclause.

21. Public Holidays

The provisions of the *Banks and Banks Holidays Act 1912* apply and provide for the following public holidays: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Christmas Day, Boxing Day or such other public holidays that are proclaimed. The Public Service Holiday is to be taken on a day determined by the Chief Commissioner between Christmas Day and New Year's Day.

22. Sick Leave

- (1) Staff members at the time of the Award variation will accrue sick leave in accordance with this clause from 1 January 2009 onwards.
 - (a) At the commencement of employment with the Public Sector, a full time staff member is granted an accrual of 5 days sick leave providing this does not exceed the amount that would normally accrue over their period of employment. This also applies to temporary employees.
 - (b) After the first four months of employment, a full time staff member shall accrue sick leave on a daily basis at the rate of 1.25 working days per month for the balance of the first year of service.
 - (c) After the first year of service, the staff member shall accrue sick leave on a daily basis at the rate of 15 working days per year of service.
- (2) Payment during the initial 3 months of employment with the Commission - Paid sick leave which may be granted to a staff member, in the first 3 months of employment shall be limited to 5 days paid sick leave, unless the Executive Director approves otherwise. Paid sick leave in excess of 5 days granted in the first 3 months of employment shall be supported by a satisfactory medical certificate.
- (3) Paid sick leave shall not be granted during a period of unpaid leave.

- (4) Any leave not taken is accumulated. Once sick leave with pay is exhausted, sick leave without pay may be granted.
- (5) Medical certificates must be provided for periods of sick leave in excess of 2 consecutive working days, taken on a strike day, consecutively with a public holiday and any time after giving notice of resignation or termination. If a staff member is required to provide evidence of illness for an absence of 2 consecutive working days or less, the Executive Director will advise them in advance.
- (6) A staff member may absent themselves for a total of 5 working days due to illness without the provision of evidence of illness/medical certificate to their Manager. Staff members who absent themselves in excess of 5 working days in a calendar year may be required to furnish evidence of illness to their manager for each occasion absent for the balance of the calendar year.
- (7) As a general practice backdated medical certificates will not be accepted. However, if a staff member provides evidence of illness/medical certificate that only covers the latter part of the absence, they can be granted sick leave for the whole period if the manager is satisfied that the reason for the absence is genuine.
- (8) The granting of paid sick leave shall be subject to the staff member providing evidence which indicates the nature of illness or injury and the estimated duration of the absence. If a staff member is concerned about disclosing the nature of the illness to their manager, they may elect to have the application for sick leave dealt with confidentially by an alternate manager or by the Human Resources Section.
- (9) If a staff member who is absent on recreation leave and/or extended leave, furnishes to their manager a satisfactory medical certificate in respect of an illness of five or more than five working days in duration, which occurred during the period of leave, their manager may, subject to the provisions of this clause, grant sick leave to the staff member.
- (10) Normal sick leave conditions, such as the requirement to furnish medical certificates pertain to sick leave without pay. Sick leave without pay will count as service for the accrual of paid sick leave and recreation leave otherwise it is treated similar to LWOP.

23. Special Leave

- (1) Special is paid leave, which applies to activities regarded as for Commission purposes and which are not covered by other forms of leave. Examples of when special leave may be granted are:
 - (a) for jury service, subject to the provision of a certificate of attendance,
 - (b) where staff are subpoenaed or called as a witness by the State, Territory or Commonwealth,
 - (c) some trade union activities with the prior approval of the Chief Commissioner,
 - (d) other instances determined by the Chief Commissioner.

23A. Leave for Matters Arising from Domestic Violence

- (1) The definition of domestic violence is found in clause 2 of this award.
- (2) Staff experiencing domestic violence are entitled to 10 days paid domestic and family violence leave per calendar year (non-cumulative and able to be taken in part-days, single days, or consecutive days).
- (3) The leave is to be available for employees experiencing domestic and family violence, for purposes including; seeking safe accommodation; attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence; attending court and other legal proceedings relating to their experience of domestic and family violence; organising alternative care or education arrangements for their children; or other related purposes approved by the agency head.

- (4) When approving leave, the Chief Commissioner needs to be satisfied, on reasonable grounds, that domestic and family violence has occurred, and may require proof of such as; an agreed document issued by the Police Force, a court, a domestic violence support service or a member of the legal profession; a provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction; or a medical certificate.
- (5) The leave entitlement can be accessed without the need to exhaust other existing leave entitlements first.
- (6) The leave entitlement does not extend to casual employees. Temporary and part-time employees will be entitled to the leave on a pro-rata basis
- (7) Where the leave entitlements referred to in subclause 23A (2) are exhausted, leave entitlements provided for Family and Community Service Leave, Sick Leave and Sick Leave to Care for a Family Member, and Special Leave may be used by staff members experiencing domestic violence.
- (8) Personal information concerning domestic violence will be kept confidential by the Commission.
- (9) The Chief Commissioner, 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.

24. Study Time and Examination Leave

- (1) The Commission encourages staff to undertake further study to enhance their skills and provides assistance in the form of study time and examination leave for approved part-time courses of study. An approved course is one that develops or enhances a staff member's skills and assists them to carry out their duties in the Commission.
- (2) Study Time - Is available for: attendance at lectures, tutorials, residential schools, field days etc., where these are held during working hours; necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and private study.
- (3) 30 minutes study time is granted for each hour of lecture and/or tutorial attendance, up to a maximum of four hours per week (inclusive of travel time). The grant is the same for correspondence courses for which time granted will be calculated on the basis of the equivalent face-to-face course.
- (4) Block periods of study time may be granted for the research and thesis component of higher degrees, qualifying studies for admission to higher degrees, or honours studies on the following basis:
 - (a) where a course at any level involves a thesis or major project as well as course work, the usual study time would be granted for the course work, and ten days study time for the thesis/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:
 - (i) 25 days for courses of 2 years minimum duration;
 - (ii) 35 days for courses of 3 years minimum duration.
 - (d) for doctoral studies, the total grant for the full duration of the course is 45 days.
- (5) Examination Leave - Up to 5 days per year is available for the time actually involved in attending an examination as well as necessary travelling time during working hours. It is not available where an examination is conducted within normal class timetables during the term/semester and study time has already been granted.

25. Travelling Time Compensation

- (1) Staff, except Investigators (surveillance), who undertake approved travel to a location other than the Commission's head office to perform their work, may be compensated for the travelling time involved if it is additional to their normal travel time to and/or from head office:
 - (a) Travel during bandwidth: is regarded as normal working hours, less normal travelling time.
 - (b) Travel outside bandwidth: is paid at the normal hourly rate, less normal travelling time.
 - (c) Waiting time: will be paid, less one hour, unless overnight accommodation is involved.
- (2) Periods of travelling time of less than 15 minutes; where sleeping facilities are provided; and where staff stop travelling for meal breaks, are not eligible for compensation.
- (3) At the Executive Director's discretion, a staff member may be compensated for such time either by:
 - (a) Payment calculated at staff's current rate of pay with a maximum rate of the 1st Year Rate of ICAC Officer Grade 3; or
 - (b) If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the staff member's manager.
- (4) Time in Lieu is Calculated at the Same Rate as Payment.

26. Overtime

- (1) ICAC Officers Grade 1-6 - who are directed to work outside of the Flex Bandwidth shall be paid overtime at the rate of:
 - (a) Monday to Saturday
 - 150% (time and a half) for the first 2 hours and
 - 200% every hour thereafter.
 - (b) Sunday
 - 200% (double time)
 - (c) Public Holidays
 - (i) Monday to Friday:
 - 250% (double time and a half - includes normal salary rate) during bandwidth
 - 250% (double time and a half) after bandwidth
 - (ii) Saturday and Sunday:
 - 250% (double time and a half)
- (2) Overtime is paid at staff's current rate of pay up to a maximum rate of Grade 5, Level 5. A minimum of 3 hours payment will be paid for overtime worked on weekends and public holidays or when staff are called back to duty. Time in lieu may be granted instead of payment. Time in lieu is calculated at the same rate as payment.

- (3) A Meal Allowance may be paid when an expense is actually incurred in obtaining a meal and staff ceased work for at least 30 minutes before or during the period of overtime (meal breaks during overtime are not to be counted as overtime). The Meal Allowances rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of overtime meal allowances.
 - (a) Breakfast, when required to start work at or before 6 am
 - (b) Lunch, on any Saturday, Sunday or Public Holiday when required to start before or at 8.30 am and until 1.30 pm or later; or, at or after 8.30 am and until 2 pm or later
 - (c) Dinner, when required to work beyond 7.30 pm.
- (4) ICAC Officers Grade 7-8 - are not entitled to the payment of overtime. However, where, in the opinion of the staff member's manager, ICAC Officers Grade 7-8 work excessive additional hours, their manager may approve compensation of not more than 7 hours leave in lieu to be taken within three months of the leave being granted.
- (5) Investigations Staff Overtime Allowance - Investigators, Senior Investigators, Senior Forensic Accountant, Special Investigators, Senior Technical Officers, Forensic Accountant, Technical Officer, Investigators (surveillance) and Surveillance Team Leader are paid an Overtime Allowance in lieu of overtime payments for overtime worked on weekdays. Overtime will be paid as per this clause for work on weekends and public holidays (including those which fall on weekdays). The allowance forms part of overall remuneration and is:
 - (a) Investigators, Investigators (surveillance), Forensic Accountant, Technical Officer - 9.1%
 - (b) Senior Investigators, Special Investigators, Surveillance Team Leader, Senior Forensic Accountant and Senior Technical Officer - 8.7%

27. Performing Higher Duties

- (1) Where staff are directed to perform the duties of a higher grade position, in addition to the experience gained performing those duties, an allowance will be paid in the circumstances described here.
- (2) The allowance will be calculated by the difference between staff member's current salary and the nearest salary point of the ICAC Officer Grade of the position being acted in. Payment of the allowance will be as follows:
 - (a) 10 working days or less - No payment
 - (b) 11 or more working days - 100% difference for the full period, except if the staff member does not undertake all the duties and responsibilities of the higher position, a percentage of the difference is paid as agreed between the staff member and his/her manager.

28. Allowances and Loadings

- (1) Annual Leave Loading (ALL)
 - (a) Each year, in the first pay period in December, staff will be eligible to be paid an ALL of 17.5% of the monetary value of up to four weeks Annual Leave accrued in the prior period of 1 December to 30 November. New staff will be paid a pro-rata allowance based on Annual Leave accrued from their entry on duty to 30 November.
 - (b) The maximum rate at which ALL is calculated is the 5th Year rate of ICAC Officer Grade 7. ALL is not paid on resignation or dismissal but is paid on retirement and redundancy.

(2) Associate's Allowance

Staff trained to be Associates will receive the allowance referred to in Schedule 2 of this Award. The allowance will be paid fortnightly to Associates for recognition of annual training and being available to work as an Associate. A daily sitting fee will also be paid for each day of hearings. The allowance will be increased in line with the salary increases prescribed in this Award.

(3) Community Language Allowance

Staff appointed as language aides under the Community Language Allowance Scheme (CLAS) will be paid the allowance referred to in Schedule 2 of this Award. An annual review of whether the payment of the allowance is still applicable will occur on the anniversary of receiving the allowance. The allowance will be increased in line with the salary increases prescribed in this Award.

(4) First Aid Allowance

(a) Staff appointed as First Aid Officers will be paid the allowances appearing in Schedule 2 of this Award. These allowances will increase in line with the salary increases prescribed in this Award. The First Aid Allowance shall not be paid during extended leave or any other continuous period of leave which exceeds one week.

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

(5) Incidents Allowance

A 12.2% Incidents Allowance is payable to Investigator (surveillance), Surveillance Team Leader, Senior Technical Officer and Technical Officer in compensation for change of shift; alteration of bandwidth; shift allowance; on-call allowance for days rostered off; and, on-call allowance for days rostered days on.

(6) Travel Allowances - Accommodation, Meals and Incidentals

(a) The parties agree that the arrangements for travel and meal allowances provided in this clause are to apply to ICAC staff only and do not constitute a precedent for any other department or agency.

(b) Staff who undertake approved travel to perform their work are entitled to payment of a Travel Allowance to cover costs of accommodation, meals and incidentals, where such expenses are reasonably and necessarily incurred. The Allowance rates are those set from time to time by the Australian Taxation Office as the reasonable limits for the payment of these allowances. The Commission, rather than the staff member, will book and pay for the accommodation in lieu of paying an allowance to the staff member unless it is not conducive to the conduct of a particular investigation.

(c) When it is necessary for a staff member to make his/her own arrangements for accommodation, where practicable, he/she shall obtain prior approval for such arrangements and the Commission may elect to pay the provider directly. Investigators (surveillance) are exempt from this rule and would have their own policy.

(d) Travel involving an overnight stay when accommodation is provided free of charge, a daily allowance for incidentals as set by the Australian Taxation Office will be paid.

(e) For travel involving no overnight stay no meal allowance will be paid. Investigators (surveillance) are excluded from this clause and have their own policy regarding the payment of meal allowances for one day journeys. If an exception is made by the Chief Commissioner or his/her delegate due to operational considerations, then meals only may be paid at the rate set from time to time by the Australian Taxation Office.

(i) Breakfast, when required to commence travel at or before 6.00 am

- (ii) Lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the Commission's office at the time of taking the normal lunch break
 - (iii) Dinner, when required to travel after 7.30 pm.
 - (f) Overseas Travel will be at the rate specified from time to time by the Australian Taxation Office as the reasonable limit.
- (7) Motor Car allowances
- (a) Where ICAC motor cars are not available, there is no convenient public transport and a car is necessary, approval may be given to staff to use their own motor car for official business. The allowance rates are determined by the Department of Premier and Cabinet. Current allowances appear in Schedule 2 of this Award.
 - (b) Where other transport is available but, staff elect and the ICAC authorises, staff may use their own car. The specified journey rate applies up to the cost of the public transport alternative.

29. Secure Employment Test Case - WHS Obligations

- (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.
- (2) If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business).
- (a) consult with employees of the labour hire business and/or contract business regarding the work health and safety consultative arrangements;
 - (b) provide employees of the labour hire business and/or contract business with appropriate work health and safety induction training including the appropriate training required for such employees to perform their jobs safely.
 - (c) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (d) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (3) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Work Health and Safety Act 2011* or the *Workplace Injury Management and Workers Compensation Act 1998*.

- (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 procedures of this Award.

- (5) This clause has no application in respect to 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.

30. Grievance and Dispute Resolution

- (1) These procedures are separate to the ICAC Grievance Policy for matters not related to this Award.
- (2) 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.
- (3) A staff member or persons engaged under clause 30 may notify verbally or in writing their immediate supervisor, manager, grievance officer or union, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (4) The immediate manager 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.
- (5) If the matter remains unresolved with the immediate manager, the staff member or persons engaged under clause 30 may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Commissioner.
- (6) If the matter remains unresolved, the Chief 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.
- (7) A staff member, at any stage, may request to be represented by their union.
- (8) The staff member, or persons engaged under clause 30 or the union on their behalf, or the Commission may refer the matter to the New South Wales Industrial Relations Commission or another appropriate external agency if the matter is unresolved following the use of these procedures.
- (9) The staff member, union, and the Independent Commission Against Corruption shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

31. No Extra Claims

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2020 by a party to this Award.

32. 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, pregnancy or potential pregnancy, disability, homosexuality or other sexual orientation, transgender identity, age, carer's or family responsibilities.

- (2) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (3) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
 - (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."

33. Salary Packaging

The Commission supports the provision of salary packaging for non-SES staff. The range of items and the terms of salary packaging is in accordance with the Department of Premier and Cabinet's Guidelines and are set out in the ICAC Salary Sacrificing Info page located on the ICAC's Intranet.

34. Area, Incidence and Duration

- (a) This Award applies to all employees permanently, casually or temporarily employed under the ICAC Act. The Award does not apply to the ICAC Executive.
- (b) This Award rescinds and replaces the Independent Commission Against Corruption Award published 2 November 2018 (383 I.G. 425) and take effect from 1 July 2019 and shall remain in force until 30 June 2020.

SCHEDULE 1 - ICAC OFFICER CLASSIFICATION SALARY RATES

Table 1

ICAC OFFICER GRADE	Salary Point	FFPP 1.7.19 \$
1A	1	55,622
	2	56,844
	3	58,803
	4	60,277
	5	61,745
1B	1	62,729
	2	64,437
	3	66,398
	4	68,115
	5	69,833
1C	1	69,585
	2	71,300
	3	73,260
	4	74,975
	5	77,423
2	1	78,897
	2	80,612
	3	82,818
	4	85,510
	5	87,476
3	1	89,923
	2	92,371
	3	94,334
	4	97,271
	5	99,723
4	1	101,928
	2	104,379
	3	107,568
	4	110,505
	5	113,451
5	1	115,646
	2	118,341
	3	121,775
	4	125,695
	5	128,635
6	1	129,369
	2	133,288
	3	135,991
	4	139,418
	5	143,832
7	1	141,870
	2	144,071
	3	146,525
	4	148,729
	5	154,363
8	1	151,180
	2	155,343
	3	159,263
	4	163,182
	5	167,345

Table 2

Classification	Base Rate FFPP 1.7.19	8.7% Overtime Allowance	9.1% Overtime Allowance	12.2% Incidence Allowance	Annual Salary including allowances
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 1	89,923		8,183	10,971	109,077
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 2	92,371		8,406	11,269	112,046
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 3	94,334		8,584	11,509	114,427
Investigator (Surveillance) ICAC Officer Grade 3 - Salary Point 4	97,271		8,852	11,867	117,990
Investigator (Surveillance) ICAC Officer Grade 3 -Salary Point 5	99,723		9,075	12,166	120,964
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 1	101,928		9,275		111,203
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 2	104,379		9,498		113,877
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 3	107,568		9,789		117,357
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 4	110,505		10,056		120,561
Investigator/Forensic Accountant ICAC Officer Grade 4 - Salary Point 5	113,451		10,324		123,775
Technical Officer ICAC Officer Grade 4 - Salary Point 1	101,928		9,275	12,435	123,638
Technical Officer ICAC Officer Grade 4 - Salary Point 2	104,379		9,498	12,734	126,611
Technical Officer ICAC Officer Grade 4 - Salary Point 3	107,568		9,789	13,123	130,480
Technical Officer ICAC Officer Grade 4 - Salary Point 4	110,505		10,056	13,482	134,043
Technical Officer ICAC Officer Grade 4 - Salary Point 5	113,451		10,324	13,841	137,616
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 1	115,646	10,061			125,707
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5- Salary Point 2	118,341	10,296			128,637
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 3	121,775	10,594			132,369
Senior Investigator /Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 4	125,695	10,935			136,630
Senior Investigator/Senior Forensic Accountant ICAC Officer Grade 5 - Salary Point 5	128,635	11,191			139,826
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 1	115,646	10,061		14,109	139,816

Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 2	118,341	10,296		14,438	143,075
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 3	121,775	10,594		14,857	147,226
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 4	125,695	10,935		15,335	151,965
Surveillance Team Leader/Senior Technical Officer ICAC Officer Grade 5 -Salary Point 5	128,635	11,191		15,693	155,519
Special Investigator ICAC Officer Grade 6 - Salary Point 1	129,369	11,255			140,624
Special Investigator ICAC Officer Grade 6 - Salary Point 2	133,288	11,596			144,884
Special Investigator ICAC Officer Grade 6 - Salary Point 3	135,991	11,831			147,822
Special Investigator ICAC Officer Grade 6 - Salary Point 4	139,418	12,129			151,547
Special Investigator ICAC Officer Grade 6 - Salary Point 5	143,832	12,513			156,345

SCHEDULE 2 - ALLOWANCE RATES

- (1) Associate's Allowance, Community Language Allowance Scheme and First Aid Allowance

Allowance	FFP 1.7.19 \$
Associate's Allowance subclause 28(2)	
- Total allowance payable in 12 month financial period not to exceed	6664 pa
- 50% allowance payable to approved staff members on basis of training and availability	3332 pa
- Daily Rate	83.30 pd
Community Language Allowance Scheme subclause 28(3)	1448 pa
Alarm Allowance (on call allowance)	
- For officers that are required to be on call	1.00 ph/6940 pa
First Aid Allowance (Senior)	1401 pa
First Aid Officer Allowance subclause 28(4)	933 pa

- (2) Overtime Meal Allowances - subclause 26(3)

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

- (3) Travel Allowances - subclause 28(6)

- (a) Involving an overnight stay

Allowances will equal the ATO reasonable limits as set from time to time and as adopted by the ICAC.

- (b) Travel of at least 100 kms from head office and involving no overnight stay and approved for reasons relating to operational necessity.

Meals only may be paid at the rate set by the ATO from time to time and as adopted by the ICAC, provided that if there is no set rate, then payment of actuals as per the current policy will be made.

- (4) Motor Car Allowances - subclause 28(7)
 - (a) Official business rate set in line with ATO rates and in future, will vary in line with ATO rates.
 - (b) Specified journey rate will be 40% of official business rate.
- (5) Casual Employees: Persons employed on a casual basis will receive:
 - (a) Loadings of
 - (i) 15% for Mondays to Fridays
 - (ii) 50% for Saturdays
 - (iii) 75% for Sundays
 - (iv) 150% for Public Holidays
 - (b) An additional payment of 1/12th in lieu of annual leave
 - (c) Minimum period of engagement of 3 hours
 - (d) Maximum period of engagement of 9 hours (excluding meal breaks) without the payment of overtime
 - (e) Overtime is paid at the overtime rates set out in clause 26 and based on the ordinary hourly rate plus 15% loading.

SCHEDULE 3 - CASUAL EMPLOYEES' ENTITLEMENTS

- (1) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, in accordance with the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
 - (a) The Commission must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.
- (2) Personal Carer's 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 (3) 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 Chief Commissioner and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the

employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (c) The Chief Commissioner 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.
- (3) A family member for the purposes of (2) (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 of 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.

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

- (c) The Chief Commissioner 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.

N. CONSTANT, *Acting Chief Commissioner*

Printed by the authority of the Industrial Registrar.

SYDNEY CRICKET AND SPORTS GROUND TRUST (GROUND STAFF) ENTERPRISE AWARD 2019

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Australian Federation of Employers and Industries, Industrial Organisation of Employers and State Peak Council.

(Case No. 321845 of 2019)

Before Chief Commissioner Kite

24 October 2019

AWARD

PART A

1. Arrangement

Clause No. Subject Matter

PART A

1. Arrangement
2. Title
3. Coverage
4. Definitions
5. Intent of the Enterprise Award
6. Commitment to Improving Productivity, Efficiency and Flexibility
7. Full-time, Part-time and Casual Employees
8. Hours of Work
9. Meal Allowance
10. Meal Breaks
11. Excess Hours
12. Public Holidays
13. Annual Leave
14. Sick Leave
15. Personal/Carers Leave
16. Bereavement Leave
17. Income Protection Plan
18. Induction/Training
19. Consultative Committee
20. Workplace Health and Safety
21. Labour Flexibility
22. Additional Functions
23. Supplementary Staff
24. Working in the Rain
25. Acting Supervisor
26. Change Rooms
27. Tools
28. Trust Uniform and Personal Identification
29. Job Representative
30. Wage Rates
31. Payment of Wages
32. Terms of Engagement
33. Redundancy

34. No Extra Claims
35. Long Service Leave
36. Grievance and Dispute Procedures
37. Declaration
38. Provision of Training
39. Commencement and Duration
40. Jury Service
41. Superannuation
42. Anti-Discrimination

PART B

Table 1 - Full Time and Part Time Employees

Table 2 - Casual Employees

Table 3 - Apprentices

2. Title

This Enterprise Award shall be known as the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2019.

3. Coverage

- 3.1 This Enterprise Award shall apply to all Ground Staff employed by the Sydney Cricket and Sports Ground Trust at the Moore Park site, previously regulated by the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2016 made by the New South Wales Industrial Relations Commission. This Enterprise Award shall prevail to the extent of any inconsistency.
- 3.2 This Enterprise Award shall apply to:
 - 3.2.1 Sydney Cricket and Sports Ground Trust ("the Trust");
 - 3.2.2 Employees engaged by the Trust to work in the Grounds Department, including apprentices, greenkeepers, mechanics, grounds persons and gardeners; and
 - 3.2.3 The Australian Worker's Union, New South Wales.

4. Definitions

- 4.1 "Enterprise Award" means the Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2019.
- 4.2 "Enterprise" means the Sydney Cricket and Sports Ground Trust.
- 4.3 "Union" means The Australian Workers' Union, New South Wales
- 4.4 "Grounds Person Grade C" shall mean an employee with recognised industry experience appropriate to the operational needs of the Trust and who is undertaking a structured course in Greenkeeping or a Horticultural Diploma or other qualification deemed relevant by the Trust at an approved TAFE College.

Upon the successful completion of the approved course(s) of study, a Grade C employee will, subject to the satisfactory performance of their duties, have the expectation of ongoing employment by the Trust.
- 4.5 "Grounds Person Grade B" shall be an employee holding a Greenkeepers Certificate or Horticultural Certificate or other appropriate trade qualification

- 4.6 "Grounds Person Grade A" shall mean:
- 4.6.1 an employee who holds a recognised Tertiary qualification relevant to the operational needs of the Trust; or
 - 4.6.2 an employee who holds a dual green keepers and horticultural qualifications or equivalent quantification recognised by the Trust and who has completed at least one years' service at the level of a Grade B Grounds Person; or
 - 4.6.3 an employee who has completed at least two years' service as the level of a Grade B Grounds Person.
- 4.7 "Commission" means the Industrial Relations Commission of NSW

5. Intent of the Enterprise Award

- 5.1 This Enterprise Award has been negotiated to provide the vehicle by which the grounds maintenance operations of the Trust can be established in an efficient, flexible and productive manner.
- 5.2 The Trust, and the employees each recognise that the work methods that were used in the past, may not be consistent with the current needs of the Enterprise. It is therefore important that change be introduced in a consultative, constructive and managed way in order to secure the future viability of the Enterprise and hence the long term job security of the Employees together with fair and equitable working conditions.
- 5.3 The parties therefore commit to co-operate in their collective efforts to achieve significant, lasting improvements in productivity, efficiency and flexibility together with fair and equitable working conditions.
- 5.4 The parties anticipate that the Enterprise Award shall:
- Increase job satisfaction and security.
 - Increase the skill levels of all members of the workforce with the implementation of training programs, tailored to meet the requirements of the work programme.
 - Increase Trust efficiency and profitability.
 - Establish a management system that generates informed and democratic input from employees on all work-related issues.
 - Ensure the development of a decisive, committed and responsive Trust decision making structure that resources and supports the contributions of employees to workplace reform.
 - Achieve change and progress through a process of communications, agreement and teamwork.
 - Improves the competitive position of the Trust in the market.
 - Protect and enhance the quality of the environment.
 - Realistically ensure and promote equality of employment and shall preclude discrimination on the basis of sex, marital status, ethnic background, religious or political beliefs.

6. Commitment to Improving Productivity, Efficiency and Flexibility

- 6.1 The parties to this Enterprise Award are committed to continually developing flexibility over the functions performed by the Trust. The flexibility should be consistent with agreed productivity objectives and the removal of artificial demarcation work barriers by agreement, subject to competence and training.

- 6.2 The commitment extends to individual employees performing tasks that, while primarily involving the skills of the employee's classification, are incidental or peripheral to the primary task and enables the completion of the whole task. Such incidental or peripheral tasks would be carried out giving due consideration to it being safe, legal, sensible and within the employee's competence.
- 6.3 Employees shall be required to perform all duties required by the Enterprise within their skill and competence. This clause is designed to ensure the elimination of demarcation barriers preventing an employee from performing the whole job.
- 6.4 During the term of this Enterprise Award, the parties agree to confer on other productivity improvements.

7. Full-Time, Part-Time and Casual Employees

- 7.1 An employee shall be engaged as either a full-time, part-time, or casual employee.
- 7.2 A full-time employee shall mean an employee who is engaged to work an average of seventy-six hours in a fortnight.
- 7.3 A part-time employee shall mean an employee engaged to work a minimum of six hours per week or a minimum of twelve hours over twenty-eight days (with a minimum of two hours for each engagement). A part-time employee shall receive sick leave, annual leave and long service leave on a pro rata basis.
- 7.4 A casual employee shall mean an employee who is engaged and paid as such. A casual employee shall be paid a 20% casual loading in addition to the full-time hourly rate. The casual rate is set out in Table 2 of Part B of this Enterprise Award. The 20% casual loading contained in this Enterprise Award, is paid in lieu of any entitlement to sick leave, bereavement leave, long service leave and annual leave.
- 7.5 A casual employee shall receive a minimum payment of 3 hours for each engagement, to be worked consecutively.

8. Hours of Work

- 8.1 The ordinary hours of work shall be an average of seventy-six hours in any fortnight and may be worked on any five days of the week, Monday to Sunday between the hours of 6:00am and 11:30 pm.
- 8.2 Any hours worked between 11:30pm and 6:00am shall be paid to the Employees at time and one half.
- 8.3 Employees will be required to work no more than eight ordinary hours on any day.
- 8.4 Unless an agreement is made to the contrary, Employees shall receive a minimum break between shifts of ten (10) consecutive hours.
- 8.5 Should an agreement be reached pursuant to clause 8.4 to waive the minimum break between shifts and the Employee commences work prior to receiving a 10 hour break, that Employee shall be paid a penalty of time and one half for the hours up to the time when the ten (10) hour break would have been completed.
- For example, if the Employee finishes work at 12:00am (midnight) and starts his/her next shift at 8:00am, the Employee is entitled to the time and one-half penalty for the first two hours of his/her shift, finishing at 10:00am.
- 8.6 Rosters shall be based on ten workdays in any fourteen day cycle with days off being taken consecutively wherever possible.

9. Meal Allowance

A meal allowance shall be payable to an employee where he/she works 2 hours or more after their scheduled finishing time.

The meal allowance shall be paid in accordance with the following table;

From the first full pay period on or after 1 October 2019 @2.5%	From the first full pay period on or after 1 October 2020 @2.38%	From the first full pay period on or after 1 October 2021 @2.04%
\$12.62	\$12.92	\$13.18

10. Meal Breaks

- 10.1 Employees shall be entitled to an unpaid meal break of forty-five minutes, which should be taken no more than five hours after commencing duty.
- 10.2 The time of the meal break shall be determined by most of the employees concerned and the Enterprise.
- 10.3 An employee who works for more than four hours shall be entitled to a ten-minute paid tea break and shall be entitled to a further ten-minute paid tea break where work continues beyond eight hours.
- 10.4 The time of the tea breaks shall be determined mutually by most employees concerned and the Enterprise and may be staggered with meal breaks.

11. Excess Hours

- 11.1 All time in excess of eight hours in any one day or in excess of 76 hours per fortnightly pay cycle shall be overtime and shall be credited to an 'overtime bank'. The employee may, with the consent of the employer, take an equivalent number of ordinary hours off as time in lieu.
- 11.2 Employees may only accrue a maximum amount of 76 hours in the 'overtime bank' at any given time.
- 11.3 Employees engaged within the 'Grounds Mechanic' classification may accrue a maximum of 152 hours in the 'overtime bank' at any given time.
- 11.4 Where the Enterprise deems that the employee can perform no productive work, the employee may be directed to cease work prior to the normal eight hours being completed. The difference in hours between cessation of work and normal eight-hour day will be deducted from the overtime bank.
- 11.5 The employee may not be directed to cease work if it would cause the overtime bank to be more than eight hours in the negative without agreement between the Curator and the employee.
- 11.6 The above arrangements have applied from the commencement of the previous Certified Agreement and shall continue to apply under this Enterprise Award; any hours outstanding in regard to the overtime bank arising from the previous Enterprise Award or previous Certified Agreement shall remain unaffected by this provision

12. Public Holidays

- 12.1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day, Boxing Day or any day proclaimed in lieu thereof and other days which may be proclaimed as public holidays for the State shall be holidays and no deduction in respect of such holidays shall be made from the wages due to any employee for the week in which such holidays or holidays occur.
- 12.2 If an ordinary workday falls on a public holiday and the employees are required to work, then the employees will be paid at single time with 1.5 times the number of hours being credited to the overtime bank.
- 12.3 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 (10) 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 (3) 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. Annual Leave

- 13.1 Full time employees shall receive annual leave of 5 weeks per annum plus 17.5% annual leave loading, upon the completion of 12 months' service.
- 13.2 Part time employees 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.
- 13.3 The loading referred to in 13.1 above shall be paid to all weekly employees as a lump sum either at the beginning of the pay period commencing on or after 1st January each year or at the termination of their employment as a pro-rata amount.
- 13.4 Leave shall only be taken between the months of March and October in any calendar year with the agreement of the Enterprise.

14. Sick Leave

Existing Employees (employed as at 27 October 2004)

- 14.1 A weekly employee who has been employed for less than five years shall be entitled to 10 days' sick leave per annum.
- A weekly employee who has been employed for more than five years shall be entitled to 20 days' sick leave per annum during the sixth and subsequent years of service.

New Employees (engaged after 27 October 2004)

- 14.2 A weekly employee who has been employed for less than five years shall be entitled to 10 days' sick leave per annum.
- A weekly employee who has been employed for more than five-years shall be entitled to 15 days' sick leave per annum during the sixth and subsequent years of service.
- 14.3 Such sick leave shall be cumulative.
- 14.4 Part-time employees shall receive sick leave on a proportionate basis.
- 14.5 An employee shall not be entitled to sick leave where payments are being made to such employee under the Workers' Compensation Insurance or pursuant to the Sickness and Accident Income Protection Plan as provided for in clause 17 of this Enterprise Award.
- 14.6 Where an employee is ill or incapacitated within the meaning of the Clause, on a rostered day off or shift off, he/she shall not be entitled to sick pay on that day nor shall his/her sick leave entitlement be reduced as a result of such illness or incapacity.
- 14.7 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee may be required to provide the Trust with satisfactory evidence i.e., doctors certificate or statutory declaration, stating the nature of the illness and the duration of the absence

15. Personal/Carers Leave

- (a) Use of Sick Leave
- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (2) of paragraph (iii), 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 14, 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.

- (ii) 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.
 - (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (1) The employee being responsible for the care of the person concerned; and
 - (2) The person concerned being:
 - (A) a spouse of the employee; or
 - (B) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (C) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (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 subparagraph:
 - 1. "relative" means a person related by blood, marriage or affinity;
 - 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 3. "household" means a family group living in the same domestic dwelling.
 - (iv) An employee shall, wherever practicable, give the Enterprise notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the 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 Enterprise by telephone of such absence at the first opportunity on the day of absence.
- (b) Unpaid Leave for Family Leave
- (i) An employee may elect, with the consent of the Enterprise, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (2) of paragraph (iii) of subclause (a) who is ill.
- (c) Annual Leave
- (i) An employee may elect with the consent of the Enterprise, subject to the *Annual Holidays Act 1944* (NSW), to take annual 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.
 - (ii) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Award.
 - (iii) An employee and Enterprise 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.

(d) Time Off in Lieu of Payment of Overtime

See clause 11 of this Enterprise Award.

(e) Make-up Time

An employee may elect, with the consent of the Enterprise, 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 Enterprise Award, at the ordinary rate of pay.

16. Bereavement Leave

16.1 A full-time or part-time 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 paragraph 15(a)(iii)(2) of clause 15, Personal/Carers Leave).

16.2 Bereavement leave may be taken in conjunction with other leave available under subclauses 1, 2, 3, 4 and 5 of Clause 15, Personal/Carers Leave.

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 Enterprise.

17. Income Protection Plan

All full-time, part-time and casual employees to whom this Enterprise Award applies shall be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the Union.

It is a term of this Enterprise Award that the Enterprise will bear the costs of 1.27 per cent (inclusive of GST) of gross weekly pay per week per member, or \$1.50 per week in the case of casual employees, towards providing protection under the endorsed plan.

18. Induction/Training

18.1 All new employees of the Trust will attend an Induction course. The purpose of the Induction is to ensure each new employee is familiar with the Company's operations, methods of work and to ensure that they are clearly instructed in and fully understand the Trust's expectations of them in regard to Safety, Quality, Work Performance, Flexibility and Attitude.

18.2 The induction shall include information of the following:

Scope, purpose and general briefing on the Contract.

Familiarisation with, and adherence to, the terms of Employment continued within the Agreement governing each employee's contract of employment.

Adherence to Legislative, Site and Enterprise safety standards and requirements.

Co-operative objectives regarding goals that the Trust has while carrying out the Contract.

Specific reference to the application of the Avoidance of Disputes - Grievance Procedure and Continuous Operations clauses.

Outline of House Rules, including disciplinary procedures.

19. Consultative Committee

19.1 Composition of Consultative Committee

19.1.1 A Consultative Committee shall continue to assist management in the implementation of initiatives consistent with the intent of the Enterprise Award.

19.1.2 The Consultative Committee shall consist of two representatives of the workforce and two representatives of management, being the General Manager and the Head Supervisor who shall meet every second month.

19.2 Scope of Tasks of the Consultative Committee

19.2.1 The task to be undertaken by the Consultative Committee shall be broad and shall be in the best interests of the quality and task execution for the Enterprise, consistent with this Enterprise Award. The tasks to be undertaken shall include, but shall not necessarily be limited to the following:

Oversee the Training Program content and evaluation criteria to suit the requirements of the Trust for the maintenance servicing of the Trust's assets.

Facilitate the resolution of difficulties and problems which may arise.

Contribute to the development of work rosters.

Create feasible work methods to enhance productivity and efficiency.

Develop concepts for productivity and efficiency improvements within the Enterprise.

Develop an open, participative and co-operative management approach.

Promote team-based work methods.

Assist with communication, participative and training programmes to bring about attitudinal and cultural change.

Ensure propagation of experience, knowledge and skills at all levels.

20. Workplace Health and Safety

20.1 Scope

20.1.1 Consistent with the Trust's obligations under the relevant Workplace Health and Safety legislation, employees may be required to attend a duly qualified medical practitioner for examination at the Trust's expense prior to commencement of employment at the Trust.

20.1.2 Giving due consideration to each employee's work scope. The Trust may require employees to be immunised against infectious diseases, where they are at risk.

20.1.3 The Trust shall comply with all the provisions of the Workplace Health and Safety legislation of NSW which includes the provision of personal protective equipment for employees when utilising hazardous chemicals or working with noxious materials or in such conditions.

20.2 Workplace Health and Safety Committee

20.2.1 A Workplace Health and Safety Committee has been established pursuant to the relevant provisions of the *Work Health and Safety Act 2011*. This Committee shall endeavour to reach consensus on all aspects of the Trust's Workplace Health and Safety Policy. The Workplace Health and Safety Committee shall be separate and distinct from the Consultative Committee and shall not deal with matters of an Industrial Relations nature.

21. Labour Flexibility

Employees shall carry out such tasks as are reasonably incidental or peripheral to their work as directed by the Enterprise.

22. Additional Functions

- 22.1 Employees may be required to assist tradespeople and perform other permanent functions associated with the maintenance and running of the Sydney Cricket Ground, the Sydney Football Stadium and any other facility under the care, management or control of the Trust.
- 22.2 Notwithstanding the provisions of 22.1, employees will be primarily engaged within their trade classification.

23. Supplementary Staff

Supplementary staff may be used to perform the duties of placing and removing the covers, goal post pads, operating the sightscreens and other duties.

24. Working in the Rain

All employees called upon to work in the rain shall be supplied, by the Enterprise, with protective clothing, free of charge.

25. Acting Supervisor

An employee appointed by the Enterprise to undertake the role of Acting Supervisor on any event day or for a minimum of five consecutive shifts shall be paid an additional 15% of their ordinary rate of pay for all hours worked in that capacity.

26. Change Rooms

The Enterprise shall provide a change room for the use of employees, free of charge. Such rooms shall be equipped with hot and cold showers and shall be fitted with individual locker accommodation.

27. Tools

An employee shall apply due diligence towards the care of tools and equipment supplied by the Trust. An employee will as soon as possible report any lost or damaged tools on the appropriate report form. Periodic checks will be made by stores personnel of the tools and equipment issued.

28. Trust Uniform and Personal Identification

- 28.1. Employee's must always maintain a neat appearance consistent with operational requirements.
- 28.2. Personal Identification
- 28.2.1 Due to the requirement to liaise with members of the public and visitors, all employees shall be issued with a personal identity card which shall include the employees name and photograph.
- 28.2.2 This card must be produced while on duty if required and must be returned to the Trust should the employee cease to be employed by the Trust for any reason.

29. Job Representative

- 29.1 A job representative appointed by the employees shall be allowed the necessary time during working hours, to interview the Supervisor or officer in charge on matters affecting the employees whom he/she represents.

- 29.2 The Australian Workers' Union job delegates shall be allowed up to five days paid leave per year to attend approved courses run by the Union.

30. Wage Rates

- 30.1 This Enterprise Award provides the following increases to the full time hourly rate of pay:

2.5% on and from 1 October 2019

2.38% on and from 1 October 2020

2.04% on and from 1 October 2021

- 30.2 Full time and part-time employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 1 of Part B.
- 30.3 Casual employees employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 2 of Part B.
- 30.4 Apprentices employed in the classifications set out in Clause 4 shall be paid the appropriate rate of pay as set out in Column One of Table 3 of Part B.

31. Payment of Wages

- 31.1 Wages shall be paid on a fixed day no later than the Thursday of each fortnight. Employees shall be paid during ordinary working hours by Electronic Funds Transfer to their nominated bank account.
- 31.2 Any employee who has to wait after ordinary ceasing time on pay day to receive their wages shall be rendered assistance until such wages are paid into the nominated bank account.

32. Terms of Engagement

Full-time and part-time employees shall be engaged by the fortnight and their engagement shall be terminated by four week's notice on either side given at any time during the fortnight or by the payment or forfeiture, as the case may be, of four week's wages in lieu thereof: Provided that this shall not affect the right of the Enterprise to dismiss any employee without notice for misconduct or to deduct payment for time lost by any employee who fails to attend for duty without leave to absent him/herself for actual time of such non-attendance.

33. Redundancy

- (i) Application
- (a) This clause shall apply in respect of full time and part time employees.
 - (b) This clause shall only apply to the Enterprise if it employs 15 or more employees immediately prior to the termination of employment of employees
 - (c) Notwithstanding anything contained elsewhere in this Enterprise Award, this clause shall not apply to employees with less than one year's continuous service and the general obligation on the Enterprise shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
 - (d) Notwithstanding anything contained elsewhere in this Enterprise Award, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task

or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

(ii) Introduction of Change

- (a) Where the Enterprise has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Enterprise shall notify the employees who may be affected by the proposed changes and the union to which they belong.
- (b) 'Significant effects' include termination of employment, major changes in the composition, operation or size of the Enterprise's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where this Enterprise Award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(iii) Enterprises Duty to Discuss Change

- (a) The Enterprise shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (ii) of this clause, 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.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Enterprise to make the changes referred to in subclause (ii) of this clause.
- (c) For the purpose of such discussion, the Enterprise 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 the Enterprise shall not be required to disclose confidential information the disclosure of which would adversely affect the Enterprise.

(iv) Discussions Before Terminations

- (a) Where the Enterprise has made a definite decision that the Enterprise no longer wishes the job the employee has been doing done by anyone pursuant to paragraph (a) of subclause (ii), of this clause and that decision may lead to the termination of employment, the Enterprise shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the Enterprise has made a definite decision which will invoke the provision of paragraph (a) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (c) For the purposes of the discussion the Enterprise shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, 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. Provided that the Enterprise shall not be required to disclose confidential information the disclosure of which would adversely affect the Enterprise.

(v) Notice for Changes in Production, Program, Organisation Or Structure

This subclause sets out the notice provisions to be applied to terminations by the Enterprise for reasons arising from 'production', 'program', 'organisation' or 'structure' in accordance with paragraph (a) of subclause (ii) of this clause.

- (a) In order to terminate the employment of an employee the Enterprise 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

- (b) 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.
- (c) 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.

(vi) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the Enterprise for reasons arising from 'technology' in accordance with paragraph (a) of subclause (ii) of this clause:

- (a) In order to terminate the employment of an employee the Enterprise shall give to the employee 3 months notice of termination.
- (b) 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.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the Enterprise 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.

(vii) Time Off During the Notice Period

- (a) During the period of notice of termination given by the Enterprise 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.
- (b) 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 Enterprise, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(viii) 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 Enterprise until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(ix) Statement of Employment

The Enterprise shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(x) Centrelink Separation Certificate

The Enterprise shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by Centrelink.

(xi) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii), of this clause, 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 Enterprise may at the Enterprise'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.

(xii) Severance Pay

Where the employment of an employee is to be terminated pursuant to subclause (v) of this clause, subject to further order of the Industrial Relations Commission, the Enterprise 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 Enterprise shall pay in accordance with the following scale:

Years of Service	Under 45 Years of 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 of Age & Over 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

Week's 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 Enterprise Award/Certified Agreement payments, shift penalties and all purpose allowances paid in accordance with the Enterprise Award/Certified Agreement.

(xii) Incapacity to Pay

Subject to an application by the Enterprise and further order of the Industrial Relations Commission, an Enterprise may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause.

The Industrial Relations Commission shall have regard to such financial and other resources of the Enterprise concerned as the Industrial Relations Commission thinks relevant, and the probable effect of paying the amount of severance pay in subclause (xiii) of this clause will have on the Enterprise.

(xiii) Alternative Employment

Subject to an application by the Enterprise and further order of the Industrial Relations Commission, the Enterprise may pay a lesser amount (or no amount) of severance pay than that contained in subclause (xiii) of this clause if the Enterprise obtains acceptable alternative employment for an employee.

(xiv) Procedures Relating to Grievances

Grievances relating to individual employees will be dealt with in accordance with clause 36, 'Grievance and Disputes Procedure' of this Enterprise Award.

34. No Extra Claims

34.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.

The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

34.2 The agreed rates of pay and conditions comprehend all working conditions to be encountered in the performance of work. No additional special areas or allowances shall be applicable other than those specified by this Enterprise Award.

34.3 There shall be no further wage increases for the life of this Enterprise Award.

35. Long Service Leave

See *Long Service Leave Act 1955* (NSW)

36. Grievance and Dispute Procedures

The procedure for the resolution of industrial dispute will as follows:

36.1 The aim of this procedure is to ensure that during the life of this Enterprise Award, industrial grievances or disputes are prevented or resolved as quickly as possible, at the lowest level possible in the workplace. When a dispute or grievance arises or is considered likely to occur, the following steps shall be followed:

36.1.1 The matter is discussed between the staff member(s) and the supervisor involved. If the matter is not resolved, then:

36.1.2 The employee may be required to provide in writing the substance of the grievance and state the remedy sought.

36.1.3 The matter is then discussed between the staff member(s), the supervisor and the manager. If the matter remains unresolved, then:

- 36.1.4 The matter is discussed between the staff member(s), the union delegate or staff member(s) representative and the supervisor and/or Manager. If the matter remains unresolved, then:
- 36.1.5 The matter is discussed between senior representatives of the organisation and the relevant union and/or staff member(s) representative.
- 36.2 Each of the following steps will be followed within a reasonable time frame, allowing sufficient time for discussions at each level of authority and having regard to the nature of the grievance or dispute.
- 36.3 If the matter remains unresolved, then, it may be referred by either party to the Industrial Relations Commission of New South Wales to exercise its functions under the Industrial Relations Act 1996. The parties agree to exhaust the conciliation process before considering this step.
- 36.4 At any stage of this procedure, the employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees.
- 36.5 It is agreed that the parties will not deliberately frustrate or delay these procedures.
- 36.7 Normal work will continue without disruption while these procedures are followed.

37. Declaration

The parties declare that this Enterprise Award:

- 37.1 Is not contrary to the public interest;
- 37.2 Was not entered into under duress;
- 37.3 Is not unfair, harsh or unconscionable;
- 37.4 Is in the interests of the parties.

38. Provision of Training

- 38.1 The Trust shall pay all fees associated with the conduct of the training courses associated with the traineeship or training relationship or apprenticeship of a Grounds Person Grade D and will provide paid study leave to facilitate the successful completion of the training modules.
- 38.2 The Trust shall provide a Grounds Person Grade C where possible with one full day's paid attendance at an approved course, each week, with flexibility being provided to accommodate the exam timetable. A Ground Person Grade C will be required to meet all costs associated with the agreed training courses.
- 38.3 The Trust will assist a Grounds Person Grade A to attend appropriate training courses through the provision of flexible rostering. A Grounds Person Grade A shall not be entitled to paid time to attend an appropriate training course (s) nor shall they be entitled to have their expenses associated with the training course paid for by the Trust.
- 38.4 The Trust will assist a Grounds Person Grade A with greater than 2 years of service to take extended leave which will be approved at the discretion of the Trust to attend international venues approved by the Trust for the purposes of employee development. A Grounds Person Grade A will, where possible use annual leave or long service leave entitlements where appropriate and can extend the leave period with unpaid leave for a maximum period of ten weeks.

Extended leave will only be approved during non-peak periods and when an adequate level of service within the Grounds department can be maintained with existing levels of staff.

Continuity of service will continue for the duration of unpaid leave providing this total amount of absence does not exceed 10 weeks.

Grounds employees shall not be entitled to have their expenses associated with the travel to similar venues paid for by the Trust.

39. Commencement and Duration

This Enterprise Award shall commence from 1 October 2019 and shall remain in force for a nominal term of 3 years and rescinds and replaces the Sydney Cricket And Sports Ground Trust (Ground Staff) Enterprise Award 2016 published 16 December 2016 (381 I.G. 176), and all variations thereof.

40. Jury Service

- 40.1 A full time employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Trust an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have been paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 40.2 An employee shall notify his/her employer as soon as practicable of the date upon which he/she is required to attend for jury service and shall provide his/her employer with proof of his/her attendance, the duration of such attendance, and the amount received in respect thereof.

41. Superannuation

- 41.1 The subject of superannuation legislation is dealt with extensively by federal legislation including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth), the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and s 124 of the *Industrial Relations Act 1996*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

42. Anti-Discrimination

- 42.1 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* (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identify, age and responsibilities as a carer.
- 42.2 Accordingly, in fulfilling their obligations under the dispute resolution procedures, the parties must take all reasonable steps to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 42.3 Under the *Anti-Discrimination Act 1977* (NSW), 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.
- 42.4 Nothing in this clause is to be taken to affect:
- 43.4.1 any conduct or act which is specially exempted from anti-discrimination legislation;
 - 43.4.2 offering or providing junior rates of pay to person under 21 years of age;
 - 43.4.3 any act or practice of body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW)
 - 43.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 42.5 This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.
- NOTES:

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

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

PART B

Table 1 - Full Time and Part Time Employees

Hourly Rate of Pay (\$)			
Classification	From the first full pay period on or after 1 October 2019 2.5%	From the first full pay period on or after 1 October 2020 2.38%	From the first full pay period on or after 1 October 2021 2.04%
Grounds Person Grade A	\$42.44	\$43.45	\$44.34
Grounds Person Grade B	\$38.57	\$39.49	\$40.30
Grounds Person Grade C	\$36.64	\$37.51	\$38.27
Grounds Mechanic	\$47.86	\$49.00	\$50.00

Table 2 - Casual Employees

Hourly Rate of Pay (\$)			
Classification	From the first full pay period on or after 1 October 2019 2.5%	From the first full pay period on or after 1 October 2020 2.38%	From the first full pay period on or after 1 October 2021 2.04%
Grounds Person Grade A	\$50.92	\$52.13	\$53.19
Grounds Person Grade B	\$46.29	\$47.39	\$48.36
Grounds Person Grade C	\$43.97	\$45.02	\$45.94

Table 3 - Apprentices

Hourly Rate of Pay (\$)			
Classification	From the first full pay period on or after 1 October 2019 @2.5%	From the first full pay period on or after 1 October 2020 @2.38%	From the first full pay period on or after 1 October 2021 @2.04%
1st year of apprenticeship	\$19.28	\$19.73	\$20.13
2nd year of apprenticeship	\$22.36	\$22.89	\$23.36
3rd year of apprenticeship	\$26.41	\$27.04	\$27.59
4th year of apprenticeship	\$30.08	\$30.80	\$31.43

P. M. KITE, *Chief Commissioner*

(1931)

SERIAL C9163

TARONGA CONSERVATION SOCIETY AUSTRALIA RETAIL AND RESTAURANT EMPLOYEES' AWARD 2019 - 2020

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Taronga Conservation Society Australia.

(Case No. 200972 of 2019)

Before Chief Commissioner Kite

5 July 2019

AWARD

1. Title

The Award is called the Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2019- 2020.

2. Arrangement

Clause No.	Subject Matter
1.	Title
2.	Arrangement
3.	Definitions
4.	Application
5.	Area, Incidence and Duration
6.	No Extra Claims
7.	General Conditions of Employment
8.	Availability of Award
9.	Dispute Resolution
10.	Workplace Flexibility and Multi-skilling
11.	Types of Employment
12.	Multiple Contracts
13.	Leave
14.	Wage Increases and Wage Rates
15.	Payment of Wages
16.	Wage Sacrifice for Superannuation
17.	Classification Requirements
18.	Allowances
19.	Insurance of Tools
20.	Rosters
21.	Ordinary Hours of Work
22.	Rest Period
23.	Shift Loadings
24.	Overtime
25.	Call Back
26.	Starting and Finishing Work
27.	Annual Leave
28.	Annual Leave Loading
29.	Sick Leave
30.	Parental Leave
31.	Long Service Leave
32.	Public Holidays and Picnic Days
33.	Uniforms, Personal Protective Clothing and Equipment

34. Secure Employment
35. Contractors and Volunteers
36. Anti-discrimination
37. Delegates and Trade Union Activities

Schedule 1 - Wage Rates (Weekly)

Schedule 2 - Allowances

Appendix A - Classifications

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

3. Definitions

"Award" means the Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2019 - 2020.

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

"Employer" shall mean the Office of Environment and Heritage at Taronga Conservation Society Australia (Taronga).

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

"Restaurant" means any restaurant or food outlet.

"Retail" means any retail outlet.

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

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

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

"Union" means the United Voice.

4. Application

4.1 The parties to the Award are Taronga and the United Voice.

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

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

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

5. Area, Incidence and Duration

5.1 This Award has effect from the beginning of the first full pay period on or after 1 July 2019 and will remain in force until 30 June 2020 and rescinds and replaces the Taronga Conservation Society Australia Wages Employees' Award 2017 - 2018 published 2 November 2018 (383 I.G. 599).

6. No Extra Claims

- 6.1 The parties agree that, during the term of this award, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the award and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Industrial Relations Commission or any other industrial tribunal.
- 6.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing award provisions.

7. General Conditions of Employment

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

8. Availability of Award

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

9. Dispute Resolution

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

- 9.12 Only when all the above procedures contained in this clause have been exhausted and the dispute remains unresolved, a Union or Taronga may submit the dispute to the Industrial Relations Commission of New South Wales.

10. Workplace Flexibility and Multi-Skilling

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

11. Types of Employment

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

Ongoing Employment

- 11.5 An ongoing employee is an employee engaged for a continuing period of time subject to a probationary period on appointment.
- 11.6 A probationary period may be for a period of up to 6 months and may be extended for a further period not exceeding 12 months.
- 11.7 During a probationary period, Taronga may terminate the employment of an ongoing employee giving one week's notice.

- 11.8 An ongoing employee may terminate their employment giving 2 weeks' notice or the payment/forfeiture of 2 weeks wages in lieu of notice.
- 11.9 If an ongoing employee's role becomes redundant, New South Wales Government policy will apply.
- 11.10 After the probationary period, Taronga may terminate the employment of an ongoing employee in accordance with the Dealing with Misconduct and Dealing with Unsatisfactory Performance clauses in this Award.

Temporary Employment

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

Casual Employment

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

Apprentices and Trainees

- 11.21 The Vocational Training Order made under the *Apprenticeship and Traineeship Act 2001* will override any conditions of employment for an Apprentice or Trainee otherwise prescribed in the Award.
- 11.22 An apprentice will be paid in accordance with Schedule 1 of the Award.
- 11.23 Progression within the rates prescribed for the years of service for Apprentices and Trainees will be in accordance with the *Vocational Training Order made under the Apprenticeship and Traineeship Act 2001*.

Adult Apprentice

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

12. Multiple Contracts

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

13. Leave

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

14. Wage Increases and Wage Rates

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

15. Payment of Wages

- 15.1 Wages will be paid fortnightly to employees on a day specified by Taronga and paid by direct deposit into a recognised financial institution account nominated by the employee.
- 15.2 Taronga will provide employees with pay advice electronically. An employee may, on application to Taronga, be provided with the advice in paper form.

- 15.3 When a Public Holiday occurs in the lead up to pay day, payment of additional monies such as overtime, shift loadings and allowances may be paid in the following pay period.
- 15.4 Where there is an overpayment of wages, shift loadings or allowances, the employee will be notified and consulted about repayment. The following factors will be considered in determining the period over which repayment is to be made:
- (a) the employee's financial circumstances and commitments;
 - (b) the circumstances involved in the overpayment; and
 - (c) the amount of the overpayment.

16. Wage Sacrifice for Superannuation

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

17. Classification Requirements

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

18. Allowances

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

Tool Allowance

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

Temporary Assignment Allowance

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

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

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

Resume

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

Referee checks against the pre-established standards for the role

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

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

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

First Aid Allowances

- 18.6 A weekly senior first aid allowance will be paid to an employee who holds a current Senior First Aid Certificate and who is appointed by Taronga to carry out the duties of a Senior First Aid Officer.
- 18.7 A weekly Occupational First Aid allowance will be paid to an employee who holds a current Occupational First Aid Certificate and is appointed by Taronga as an Occupational First Aid Officer.
- 18.8 An employee who is temporarily appointed by Taronga to perform the duties of a First Aid Officer while the appointed First Aid Officer is on leave for one week or more, will be paid the relevant first aid allowance for the period appointed.
- 18.9 The allowances will be paid as a flat rate on all ordinary hours worked.

Laundry Allowance

- 18.10 A weekly laundry allowance will be paid to an employee when they are required by Taronga to wear a uniform, including overalls, and where the cost of any laundering is not borne by Taronga.
- 18.11 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week or as a pro rata allowance for any part time or casual employees.
- 18.12 The laundry allowance is not payable when an employee is on leave.

Overnight allowance

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

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

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

The allowance applicable is only when required to sleep over.

Bus Allowance

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

19. Insurance of Tools

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

20. Rosters

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

21. Ordinary Hours of Work

- 21.1 The ordinary hours of work of full time employees are 152 hours in a 28 day period. Part time employees will be contracted to work less than 152 hours in a four week period however may be rostered up to 152 hours in any four week period.
- 21.2 All full-time and part-time employees shall be rostered their ordinary hours of work on the following basis:
- (a) At least once every two weeks an employee shall be granted two consecutive days off
 - (b) Full-time and part-time employees will work not more than 5 days per week or, by agreement between the employer and the employee, not more than 20 days in a 4 week period.

- (c) By agreement between the employer and the employee, the maximum number of ordinary hours which may be worked on any one day shall be 12 hours (inclusive of meal breaks).
 - (d) There shall be not less than a ten-hour break between finishing work (including overtime) one day or shift and the commencement of work on the next day or shift.
- 21.3 Where a Restaurant employee works a broken shift, Taronga will pay the employee for not less than 8 hours worked on any one shift. The shift will be spread over not more than 2 periods within a span of not more than 14 hours inclusive of meal breaks.
- 21.4 Restaurant employees working a broken shift shall be paid an allowance of one half of the hourly ordinary rate of pay at the Wait Staff classification.

22. Rest Period - Restaurant Employees

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

22A. Rest Period - Retail Employees

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

23. Shift Loadings

- 23.1 If Taronga requires an employee to work, the employee will be paid the following shift loadings:
- (a) on a Saturday time and a quarter of the ordinary rate of pay for all ordinary hours worked (except if the Restaurant employee works a regular night shift referred to in clause 23.2, or if the employee is a casual Retail employee referred to in clause 23.3),
 - (b) on a Sunday time and a half of the ordinary rate of pay for all ordinary hours worked,
 - (c) on a Public Holiday two and a half times the ordinary rate of pay for all ordinary hours worked.
- 23.2 Where a Restaurant employee works ordinary hours between midnight and 6.00am, they are to be paid an extra 30% penalty for all time worked during these hours. If the hours worked between midnight and 6.00am is greater than 50% of the total shift, the employee will be paid a loading of 30% for all hours worked. This loading excludes shifts worked on a Sunday or Public Holiday.

- 23.3 Retail casual employees working on a Saturday will be paid an applicable allowance as outlined in the Allowances Table in addition to the day's pay.
- 23.4 The penalties and loadings prescribed in this clause shall not be taken into consideration in calculating any payment for overtime or public holidays, or for any period of leave including sick leave, annual leave and long service leave.

24. Overtime

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

25. Call Back

- 25.1 An employee recalled to work overtime for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours.
- 25.2 For employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.

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

26. Starting and Finishing Work

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

27. Annual Leave

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

28. Annual Leave Loading

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

29. Sick Leave

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

30. Parental Leave

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

31. Long Service Leave

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

32. Public Holidays and Picnic Days

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

33. Uniforms, Personal Protective Clothing and Equipment

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

34. Secure Employment

- 34.1 Objective of this clause

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

34.2 Casual Conversion:

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

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

- (g) Following an agreement being reached pursuant to subclause 34.2(f), the employee 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.

35. Contractors and Volunteers

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

36. Anti-Discrimination

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

37. Delegates and Trade Union Activities

Right of Entry of Union Officials

- 37.1 A Union official or officer may enter Taronga property at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with the nominated manager, or other senior manager, to outline the reason for and timing of the visit.

- 37.2 A Union official or officer has the right to meet with their members when they are not working. Where they request to meet with their members during work time this is subject to the needs of Taronga operations and must be approved by the relevant manager.
- 37.3 A Union official or officer will at all times be bound by the rules and standards of Taronga whilst on Taronga property including undertaking site inductions when they intend to visit the site on a regular or ongoing basis and complying with security procedures for admission onto the property.
- 37.4 A Union official will have regard for the provisions of the *Industrial Relations Act 1996*.

Delegates

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

Payroll Deductions for Union Membership Subscriptions

- 37.7 Taronga will make fortnightly deductions of the fortnightly union membership fee from the pay of an employee who is a member of a Union in accordance with the Union's rules, provided that
- (a) the employee has authorised Taronga to make such deduction;
 - (b) a Union has provided Taronga with a schedule setting out union fortnightly membership fees payable by members of the Union in accordance with the Union's rule
 - (c) the Union has advised Taronga of any change of the fortnightly membership fee, consequent upon a variation of the annual union membership fee as provided in the Union rules, at least one month in advance of the variation taking effect, with no more than two variations to be effected in any financial year;
 - (d) deduction of the fortnightly membership fee will only occur in each pay period in which payment has or is to be made to an employee;
 - (e) as soon as practicable after the fortnightly pay period has been processed, monies deducted from employees' pay will be forwarded fortnightly to the Union by way of electronic funds transfer, together with all necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts;
 - (f) no fortnightly membership fee will be deducted for periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave;
 - (g) for casual employees the fortnightly membership fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period; and

- (h) where an employee has already authorised the deduction of union membership fees from their pay prior to this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

SCHEDULE 1

Wage Rates (Weekly)	Current Salary effective on or after 1 July 2019
Retail Sales Assistant	799.38
Retail Sales Supervisor	825.99
Retail Coordinator – TWPZ	840.32
Retail Coordinator – TZ	1050.88
Kitchen Hand	728.85
Wait Staff	751.91
Duty Officer	915.63
Cook	787.33
Apprentice Chef (% of Level 1 Chef wage)	
Year 1 – 46%	395.67
Year 2 – 54%	464.49
Year 3 – 67%	576.31
Chef	
Level 1	860.16
Level 2	915.64
Level 3	944.92
Senior Chef	1026.18
Applicable Junior rates for Retail Sales Assistant, Wait Staff and Kitchen Hand: Age: 17 years and under - 62% 18 years of age - 70% 19 years of age - 80% 20 years of age - 90%	

SCHEDULE 2

Allowances

Laundry Allowance	\$12.88 per week
Meal Allowance	\$14.74 per meal
Apprentice's Tool Allowance	\$0.92 per week
First Aid Allowance	\$16.63 per week
Overnight Allowance	30.84 per shift
Bus Allowance	5.38 per shift
Insurance of Tools	\$1495.00
Retail Employees Saturday allowance	
Under 21 years - shift length up to 4 hours	\$5.70 per week
Adult - shift length up to 4 hours	\$8.73 per week
Under 21 years - shift length 4 hours and over	\$9.74 per week
Adult - shift length 4 hours and over	\$17.90 per week

APPENDIX A: CLASSIFICATIONS

The provisions of this clause will not limit Taronga from allocating to an employee other duties consistent with Clause 10 – Workplace Flexibility and Multi-skilling of the Award or changing with written advice, the expected nature and mix of duties consistent with the classification requirements. The classification requirements outlined below list key duties employees are expected to perform or have the ability to perform.

All employees are expected to comply with Taronga's policies and procedures, Customer Service Charter and Work, Health and Safety Charter.

Retail Sales Assistant

The role of the Retail Sales Assistant is to enhance the guest experience and maximise retail sales by providing excellent customer service in Taronga's retail stores and animal experience stations. Key duties include but are not limited to:

Greeting guests who enter the retail outlet

Having strong product knowledge of Taronga's retail offerings to be able to up sell and explain the link with Taronga's vision

Responsible for cash and card payments

Receiving and preparing sale and display of goods including maintaining store presentation (including prams), light cleaning and stocking shelves

Enhancing guest experience by providing photography opportunities with animal encounters

Retail Sales Supervisor

The role of the Retail Sales Supervisor is to lead the retail sales team to maximise retail sales and enhance the visitor experience through high level customer service. In addition to the duties of the Retail Sales Assistant, key duties include but are not limited to:

Leading, mentoring and coaching the Retail Sales team to deliver high quality customer service experiences.

Demonstrating high levels of store operational management including cash management, balancing cash registers, receipts and daily takings, visual merchandising, stock level management, housekeeping, staff direction and daily briefings, customer service and end of day reporting,

Retail Sales Coordinator TWPZ

The role of the Retail Sales Coordinator TWPZ is to lead the retail sales team to maximise retail sales and enhance the guest experience through high levels of customer service. In addition to the duties of the Retail Sales Supervisor, key duties include but are not limited to:

Maintaining and coordinating the retail outlet to maximise sales and ensure efficient day to day operations

Supervising and rostering the Retail Sales team to deliver high quality customer service experiences in order to provide excellent guest experience and promote repeat visitation

Managing the stock deliveries, stock taking and store merchandising

Retail Sales Coordinator TZ

The role of the Retail Sales Coordinator TWPZ is to lead the retail sales team to maximise retail sales and enhance the guest experience through high levels of customer service. In addition to the duties of the Retail Sales Supervisor, key duties include but are not limited to:

Daily coordination and operational communication of all TZ shops

Operational management of the TZ Top Shop

Coordination of operations of retail outlets during events

Support the Retail Sales Manager with recruitment and staff management as required

Possess and maintain a current Senior First Aid Certificate or Occupational First Aid Certificate;

Kitchen Hand

The role of the Kitchen Hand is to provide support for kitchen staff in all areas of kitchen operation by maintaining high levels of quality customer service with all stakeholders. The duties of the Kitchen Hand include but are not limited to:

Obtaining and maintaining a NSW Statement of Attainment in Food Handling

Cleaning, tidying and setting up of kitchen, food preparation and customer service areas

Washing and cleaning equipment, crockery and utensils

Assembly and preparation of ingredients for cooking

Setting, clearing and wiping down tables

Handling, sorting, storing and distributing food items

Maintaining a high level of food safety by following all food safety processes

Wait Staff

In addition to the duties of the Kitchen Hand, the role of the Wait Staff is to deliver high quality customer service to provide excellent guest experience and promote repeat visitation by providing excellent front-of-house waiting and bar services. The duties of the Wait Staff include but are not limited to:

Undertaking general waiting food and beverage duties, including preparing and clearing tables, greeting and seating guests, taking orders, serving food and beverages and general cleaning

Heating pre-prepared meals and/or preparing simple food items such as sandwiches and salads

Receipting of monies (cash and electronic), giving change and operating cash registers

Supplying, dispensing or mixing of liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar

Obtaining and maintaining a NSW Responsible Service of Alcohol when required to supply, dispense or mix liquor, including cleaning of bar areas and equipment, preparing the bar for service, taking orders and serving drinks and assisting in the cellar

Receiving, storing and distributing goods

Maintaining a high level of food safety

Cook

The role of the Cook is to prepare, cook and present a range of food items that are of the highest quality at all times to provide a first class culinary guest experience. The duties of the Cook include but are not limited to:

Obtaining and maintaining a NSW Statement of Attainment in Food Handling

Preparing and cooking a range of food items such as breakfasts, grills and snacks for guests, whilst delivering high quality customer service.

Maintaining a high level of food safety.

Maintaining consistently high levels of guest satisfaction ensuring a high quality cost effective service is provided

Providing instruction to the Apprentice chef, Kitchen Hand and Wait Staff

Apprentice Chef

The role of the apprentice chef is to assist the chef in providing a high standard of food by way of preparation, cooking and presentation whilst ensuring best practice food and kitchen hygiene practices are met. The duties of the apprentice chef include but are not limited to:

Obtaining and maintaining a NSW Statement of Attainment in Food Handling

Undertaking and learning all the different aspects of Commercial Cookery that is required as part of the Chef Apprenticeship including appropriate TAFE role requirements, training and assessments

Ensuring work carried out meets Taronga stakeholder needs and legislative and statutory requirements.

Identifying and communicating issues impacting on operations and guests

Chef

The role of the Chef is to manage the day to day operational activities within the Kitchens of Taronga by providing a high standard of food preparation, cooking and presentation whilst ensuring best practice food and kitchen hygiene practices are met. Progression between Chef Level 1 to Chef Level 2 to Chef Level 3 will be based on merit selection processes when vacancies arise or on an operation requirements and business needs basis. The duties of a Chef include but are not limited to:

Obtaining and maintaining a NSW Food Safety Supervisor Certificate

Completion of an apprenticeship or appropriate trade qualifications in cookery, butchery, baking or pastry cooking

Establishing and maintaining a first class culinary experience across multiple food outlets including preparing and cooking food as per Taronga menus

Planning menus and determining food and labour costs in consultation with stakeholders

Demonstrating techniques to apprentices and advising on cooking procedures

Maintaining and enforcing a high level of food safety

Manage complex stakeholder relations, expectations and competing priorities in a busy hospitality environment.

Maintain professionalism, tact and diplomacy when working within a high paced environment.
Supervising and training staff

Senior Chef

In addition to the duties of Chef, the key duties of the Senior Chef include but are not limited to:

Completion of appropriate additional training

Supervising other trade qualified cooks, recruitment, training and rostering

Coordinate stocktake across all departments

Purchase and maintain equipment kitchen items including cooking utensils, dishwashers

- Budgeting including raising purchase orders, investigating Profit/Loss
- Liaising with internal and external stakeholders including current and potential suppliers and contractors
- Create and implement policies and best practices for food safety, hygiene and Work Health Safety
- Possess and maintain a current Senior First Aid Certificate or Occupational First Aid Certificate;

Duty Officer

The role of the Duty Officer is to provide and maintain high quality customer service standards. Key duties include but are not limited to:

- Managing complex stakeholder relations, competing priorities and visitor expectations
- Delivering a high quality customer service experience to guests at Taronga
- Assisting in coordinating, training and supervising employees
- Resolving guest issues to ensure that complaints are dealt with effectively and complex issues are escalated accordingly.
- Ensuring the smooth operation of the day-to-day operations of the three accommodation outlets in the absence of senior management and assisting the frontline teams in these areas to address, report, and escalate any issues.
- Responding to emergencies and initiating the appropriate response in accordance with Taronga Emergency and after-hours procedures.
- Obtain and maintain a Senior First Aid or Occupational First Aid Certificate
- Monitoring and ensuring compliance with RSA regulations during bar service.
- Be responsible for the daily reconciliation of in-house and departing guest accounts across the accommodation outlets, ensuring compliance with Taronga cash handling and finance procedures.

APPENDIX B: ADDITIONAL LEAVE ENTITLEMENTS - TARONGA RETAIL AND RESTAURANT AWARD

The table below outlines all the leave provisions contained in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave) which employees covered by the Taronga Retail and Restaurant Award have access to.

The Taronga Retail and Restaurant Award outlines entitlements to Annual Leave, Annual Leave Loading, Long Service Leave and Public Holidays.

Leave Type (from Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009)
Family and Community Service Leave
Leave Without Pay
Military Leave
Observance of Essential Religious or Cultural Obligations
Parental Leave (including maternity leave, adoption leave and other parent leave)
Purchased Leave
Sick Leave
Sick Leave – Requirements for Evidence of Illness
Sick Leave to care for a family member
Sick Leave – Workers Compensation

Sick Leave – Claims other than Workers Compensation
Special Leave (including Jury Service, Witness at Court, Examination Leave, Union Activities)
Leave for Matters Arising from Domestic Violence

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (CORRECTIONAL OFFICERS,
DEPARTMENT OF COMMUNITIES AND JUSTICE - CORRECTIVE
SERVICES NSW) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 127156 of 2019)

Before Chief Commissioner Kite

29 August 2019

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Definitions
4.	Conditions Fixed by Other Instruments of Employment
5.	Ranking Structure
6.	Salaries
7.	Allowances
8.	Progression and Promotion
9.	Increments
10.	Hours of Work
11.	Shiftwork
12.	Rostered Days Off
13.	Shift Handover
14.	Payment of Salary
15.	Overtime
16.	Recreation Leave and Compensation for Saturdays, Sundays and Public Holidays
17.	Annual Leave Loading
18.	Allowance for Temporary Assignment
19.	Permanent part-time
20.	Technological change
21.	Performance Management
22.	Work Health and Safety
23.	Dispute resolution procedures
24.	Professional Conduct
25.	Equity of Employment
26.	Harassment Free Workplace
27.	Anti-Discrimination
28.	Deduction of Association Membership and Legal Fund Fees
29.	Savings of rights
30.	No further claims
31.	General
32.	Area, Incidence and Duration

Schedule A - Agreed Procedures for the Settlement of
Grievances and Disputes

Schedule B - Memorandum of Understanding for
Correctional Officers, Corrective Services NSW

2. Title

This Award shall be known as the Crown Employees (Correctional Officers, Department of Communities and Justice- Corrective Services NSW) Award.

3. Definitions

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

"Act" means the *Government Sector Employment Act 2013*, or its replacement.

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

"Award" means this Award.

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

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

"Division Head" means the Secretary of the Department of Communities and Justice

"Day Worker" means an Officer, other than a shift worker, who works the ordinary hours from Monday to Friday inclusive between the hours of 6.00 a.m. and 6.00 p.m.

"General Manager" means the person occupying or acting in the role of General Manager of a Correctional Centre or Superintendent of a work location.

"Correctional Officer" or "Officer" means and includes all adult persons employed under the provisions of the Act, permanently or temporarily, who on the date of commencement of this Award were occupying one of the roles covered by this Award or who, after such date, are appointed to one of such roles

"Regulation" means the Government Sector Employment Regulations 2014, or its replacement.

"Service" means continuous service in a position covered by this Award.

"Shift worker - Continuous Shifts" means an officer engaged in work carried out in continuous shifts throughout the 24 hours of each of at least six consecutive days without interruption except during meal breaks or due to unavoidable causes beyond the control of the Division Head or delegate.

"Shift worker - non-continuous Shifts" means an officer who is not a "day worker" or a "shift worker - continuous shifts", as defined above.

4. Conditions Fixed by Other Instruments of Employment

- (i) 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) Award 2009

Crown Employees (Transferred Employees Compensation) Award 2009

- (ii) Except as expressly provided by this Award, and except where conditions are covered by the Awards referred to in subclause (i) of this clause, the conditions of officers shall be determined by the provisions

of the Act, the Regulation and the New South Wales Public Service Personnel Handbook or its replacement.

5. Ranking Structure

(i) Custodial Officers:

Senior Correctional Officer

First Class Correctional Officer 2nd year and thereafter

First Class Correctional Officer 1st year

Correctional Officer 2nd year and thereafter

Correctional Officer 1st year

Probationary Correctional Officer

(ii) Industrial Officers:

Senior Overseer

Overseer 2nd year and thereafter

Overseer 1st year

6. Salaries

(i) Salaries payable to officers covered by this Award shall be in accordance with the Crown Employees (Public Sector – Salaries 2019) Award or an Award replacing it.

(ii) Salaries prescribed in this clause include a component for the previously paid:

environmental allowance

special duties allowance

clothing and laundry allowances (except for hosiery)

7. Allowances

The following allowances are payable subject to the conditions attached:

(i) Incidental - this is to compensate for full participation in Area and Case Management, including maintenance of Case Management files, training junior staff and roster preparation (where appropriate), and for the progressive introduction of electronic security and inmate monitoring systems.

(a) This allowance shall be paid for all purposes. In the case of an officer acting in a higher duties capacity, the higher allowance shall be payable only if the officer has acted continuously in the role for more than four weeks, except for Senior Correctional Officers rostered as Officer in Charge on "B" (night) or "C" (afternoon) watches for consecutive periods of 4 (four) days or more.

(b) Correctional Officer

	Per annum effective first pay period commencing on or after 1 July 2019 \$
Probationary Correctional Officer (in training)	n/a
Probationary (on graduation)	1,057
1st year	1,548
2nd year and thereafter	2,120
1st Class - 1 st year	3,169
1st Class - 2nd year and thereafter	3,169
Senior Correctional Officer	5,283

(c) Industries and Maintenance

Overseer	3,169
Senior Overseer	5,283

(d) This allowance is not payable to Probationary Correctional Officers whilst in primary training. It is payable from the date these officers enter on duty in a correctional centre after graduation.

- (ii) Meals – in general Correctional Officers are not entitled to meal monies except as provided for in clause 5 of Schedule B
- (iii) Mobile Work Camps - an amount of \$127 per day in addition to a normal shift payment at single time is payable to an officer rostered on a mobile work camp. This is an all incidence allowance to compensate for all out of hours activities for the remaining 16 hours each day for, among other things, acquisition of additional skills for training purposes, imparting skills to inmates, responsibilities for the security of equipment on a 24 hour basis, absence from their families and disabilities for being exposed to the elements.
- (iv) Hosiery allowance - an amount of \$120 per annum is paid to female Correctional Officers to compensate for the purchase of hosiery (which is not provided as part of the standard issue of clothing).
- (v) Should there be a variation to the) Crown Employees (Public Sector – Salaries 2019) Award, or an award replacing it, during the term of this Award, by way of salary increase or other benefit to the public service, this Award shall be varied to give effect to any such salary increase, or other benefit, from the operative date of the variation of the former Award or replacement award.

8. Progression and Promotion

- (i) Officers, whose conduct and services are satisfactory, shall progress to the rank of Correctional Officer, subject to completion of twelve (12) months service as a Probationary Correctional Officer and having satisfactorily completed the appropriate training course/s as determined by CSNSW.
- (ii) Officers, who, having completed 12 months service on the Probationary rate, and who are refused progression to the rank of Correctional Officer, may request that the decision be reviewed by the Division Head or delegate.
- (iii) Officers, who have completed twelve (12) months service on the 2nd year and thereafter rate for Correctional Officer, shall progress to the rank of Correctional Officer, 1st Class, subject to the following criteria:
- (a) Satisfactory conduct and services;
- (b) Completion of appropriate training course/s as determined by CSNSW;

- (c) Value, quality and scope of the work performed warrants such progression.

N.B. Satisfactory conduct and services includes, but is not limited to, the following:

- (d) satisfactory sick leave record;
- (e) punctual attendance;
- (f) proper standard of dress and grooming;
- (g) no proven misconduct charges in the previous twelve (12) months.

Value, quality and scope of work performed shall include:

- (h) capacity to undertake the more difficult posts with efficiency and economy;
 - (i) capacity to supervise and direct junior officers;
 - (j) high standard and accuracy of written reports;
 - (k) capacity to interact in a positive manner with other officers;
 - (l) being pro-active rather than reactive.
- (iv) Provided that officers who have not completed the training courses as determined under paragraph (iii)(b) by reason only of CSNSW exigencies shall not be prejudiced in their eligibility to progress.
 - (v) Correctional Officers, who, having completed 12 months service on the 2nd year and thereafter rate and who are refused progression to the rank of Correctional Officer, 1st Class, may request that the decision be reviewed by the Division Head or delegate.

9. Increments

- (i) The payment of increments under the scales of salaries prescribed by this Award shall be subject to approval by the Division Head or delegate and pursuant to the increment provisions of the Regulation except where varied by this Award.
- (ii) Four weeks prior to the date on which an officer will become eligible for an annual increment of salary, the General Manager shall report to the Division Head or delegate as to the conduct and manner in which the duties of the officer have been performed.
- (iii) In cases where the recommendation of the General Manager is adverse to the granting of an increment, and such recommendation has been approved by the Division Head or delegate, the officer shall have a right of appeal as provided for under Part 7 Public Sector disciplinary appeals of the *Industrial Relations Act 1996*.

10. Hours of Work

- (i) The ordinary hours of work for day workers shall be 38 hours per week averaged over a 28-day roster cycle, to be worked Monday to Friday inclusive, provided that by agreement between the parties ordinary hours up to a maximum of twelve (12) hours per day may be worked without the payment of overtime. Meal allowances are not applicable.
- (ii) The ordinary hours of work for shift workers shall be 38 hours per week averaged over a 28-day roster cycle, provided that shifts of up to twelve (12) hours may be worked without the payment of overtime. Meal allowances are not applicable.
- (iii) Time taken in partaking of meals shall not count towards working time, unless such meal is taken as a crib break.

- (iv) A crib break is an entitlement to a paid break of 20 minutes to be taken between the 3rd and 5th hour after the commencement of a shift. The break is to be taken away from the direct work location wherever possible (but still within the correctional centre or work location but away from inmates) with officers being available to respond to any situation should they be required during the 20 minute break.
- (v) If a crib break referred to in subclause (iv) is not able to be taken, a Crib Break Penalty may be applicable as set out in Clause 5 of Schedule B of this Award.
- (vi) During the Daylight Saving changeover, an officer working a rostered shift will receive payment for a standard shift i.e. 8 hours plus shift allowance irrespective of whether the hours actually on duty are 7 or 9. However, if an officer is working an overtime shift, the officer is paid the actual hours worked i.e. either 7 or 9 hours.

11. Shiftwork

- (i) For the purpose of this clause -
 - "Early Morning Shift" means any shift commencing before 6.00 am.
 - "Afternoon Shift" means any shift finishing after 6.00 pm and at or before midnight.
 - "Night Shift" means any shift finishing subsequent to midnight and at or before 8.00 am.
- (ii) Officers who work shiftwork shall be paid the following allowances other than at weekends or on public holidays:

Early morning shift	10%
Afternoon shift (C or D watch)	15%
Night Shift (B watch)	17½%

12. Rostered Days Off

- (i) The hours of work prescribed in clause 10, Hours of Work of this award shall be worked on the basis of a rostered day off 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 (iii) and (iv) of this clause.
- (ii) An officer's rostered day off shall be determined by CSNSW having regard to the needs of the establishment or sections thereof. Where practicable, rostered days off shall be consecutive with other days off.
- (iii) Once set, the rostered day off may not be changed in a current 28-day roster cycle without agreement between the officer and his or 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 must be given and taken in the next roster cycle.
- (iv) The maximum number of rostered days off prescribed in subclause (i) of this clause shall be 12 days per annum. There shall be no accrual to a rostered day off during the first four (4) weeks of recreation leave.
- (v) All other paid leave shall contribute towards the accrual of rostered days off except where paid workers compensation and 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.

13. Shift Handover

- (i) The salaries paid to Correctional Officers and the application of a 38-hour week recognises that additional time may be involved for an officer at the time of shift handover in:
 - (a) briefing incoming officers.

- (b) incoming officers parading prior to relieving security posts, towers, etc.
 - (c) undertaking weapons safety check in the presence of the incoming and outgoing officer.
- (ii) There shall be no overtime hours paid for this work.

14. Payment of Salary

- (i) Officers shall be paid according to an average of 38 ordinary hours per week, although more or less than 38 ordinary hours may be worked in any particular week.
- (ii) Officers shall have their salaries paid into an account with a bank or other financial institution in New South Wales, as nominated by the officer. Salaries shall be deposited in sufficient time to ensure that monies are available for withdrawal by officers no later than the appropriate payday.

15. Overtime

- (i) The conditions of the Conditions Award or its replacement shall apply, provided that in establishments where extended ordinary hours and/or extended shift hours apply, officers working an overtime shift of 8 hours or more shall be eligible for one (1) meal allowance only.

16. Recreation Leave and Compensation for Saturdays, Sundays and Public Holidays

- (i) Officers engaged as day workers shall be entitled to recreation leave in accordance with the provisions of the Recreation Leave clause of the Conditions Award, or its replacement.
- (ii) Officers engaged as shift workers - continuous shifts under this Award and who are regularly required to perform rostered duty on Sundays and Public Holidays shall receive the following compensation and be subject to the following conditions:
 - (a) For ordinary rostered time worked on a Saturday - additional payment at the rate of half time extra.
 - (b) For ordinary rostered time worked on a Sunday - additional payment at the rate of three quarter time extra.
 - (c) When rostered off on a public holiday - no additional compensation or payment.
 - (d) When rostered on a public holiday and work performed - additional payment at the rate of half time extra.
 - (e) Recreation leave at the rate of six weeks per annum inclusive of any public holiday/s.
 - (f) Additional payment 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 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

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

- (a) Where the 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 this paragraph from the preceding 1st December until the date of termination, resignation or retirement.
- (b) Payment shall be at the rate applying as at 1st December each year, or at the date of termination, resignation or retirement.

17. Annual Leave Loading

- (i) The Annual Leave loading payable to all Correctional Officers engaged as shift workers shall be 20% in lieu of all other entitlements under this heading.
- (ii) Annual Leave loading payable to Correctional Officers who are day workers shall be paid in accordance with the provisions of the Conditions Award.

18. Allowance for Temporary Assignment

- (i) Subject to this clause, an officer who is required to perform duties in a higher role covered by this Award shall, provided the officer performs the whole of the duties and assumes the whole of the responsibilities of the higher role be paid an allowance at the difference between the officer's present salary and the salary prescribed for the higher role covered by this Award.
- (ii) Officers employed in the classification of Probationary Correctional Officer or Correctional Officer shall not be entitled to be paid the allowance prescribed in subclause (i) of this clause when performing duties of Correctional Officer or Correctional Officer 1st Class.
- (iii) An officer who is required to perform duties in a higher role covered by the Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Communities and Justice-Corrective Services NSW) Award 2009 (or any award succeeding or replacing that award) shall be paid an allowance equal to the difference between the officer's present salary and 95% of the '5 day' salary prescribed for the higher role. Any weekend or overtime penalty rates payable under this award will be applicable to this higher duties allowance.
- (iv) The allowance for temporary assignment payable under subclause (iii) of this clause shall be included in salary for the purposes of calculating overtime only if the duties carried out during the period of overtime are those of the higher role and provided the salary and allowance does not exceed the maximum rate for Clerk Grade 8, as varied from time to time, when the rate payable for directed overtime shall be at the maximum rate for Clerk, Grade 8 plus \$1.00.
- (v) The allowance for temporary assignment payable under subclauses (i) and (iii) of this clause shall be paid for each day the officer acts in the higher role.
- (vi) The provisions of paragraph (i)(a) of clause 7 Allowances of this award shall not apply to the payment of higher duties.

19. Permanent Part-Time

- (i) CSNSW is committed to providing part-time work opportunities where practicable. Such arrangements should provide flexibility for effective use of resources and be of benefit to staff.
- (ii) Part-time 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 issued by the then Public Employment Office in October 1995.

20. Technological Change

- (i) The introduction of technological changes shall be undertaken in accordance with the provisions of the Conditions Award or its replacement.

21. Performance Management

- (i) CSNSW's Performance Management System shall be used as a process of identifying, evaluating and developing work performance. This will ensure CSNSW meets its corporate objectives and, at the same time, will benefit officers by way of providing information, establishing agreed targets, providing performance feedback and enhancing rapport with supervisors.
- (ii) Any officer who fails to gain a satisfactory performance appraisal will be counselled and a detailed developmental program will be negotiated to enable officers to reach satisfactory performance as outlined in CSNSW's Performance Management System.

22. Work Health and Safety

- (i) The parties to this Award are committed to achieving and maintaining accident-free and healthy workplaces by:
 - (a) assisting the Secretary Department of Premier and Cabinet and the Association in the development of policies and guidelines for CSNSW on Occupational Health, Safety and Rehabilitation;
 - (b) the implementation of such policies and guidelines within CSNSW;
 - (c) establishing consultative mechanisms and structures within CSNSW, to identify and introduce safe systems of work, safe work practices and working environments; to develop strategies to assist the rehabilitation of injured staff members; and to determine the level of responsibility to achieve these objectives. This will assist to achieve the objects of the *Work Health and Safety Act 2011*, the Regulation and Codes of Practice made under this Act, and the *Workplace Injury Management and Workers Compensation Act 1998* and the *Workers Compensation Act 1987*.
 - (d) identifying training strategies for officers, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness.
 - (e) directly involving the Division Head or delegate in the provisions of paragraphs (a) to (d) of this subclause.
- (ii) This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

23. Dispute Resolution Procedures

- (i) The Grievances/Disputes Procedures as attached at Schedule A shall apply.

24. Professional Conduct

- (i) Officers shall be committed to personal conduct and service delivery in accordance with the principles, mission and corporate objectives as expressed in the CSNSW Corporate Plan.
- (ii) Officers shall perform their duties diligently, impartially and conscientiously to the best of their ability by complying with the Department of Justice Code of Ethics and Conduct Policy in the performance of their duties.
- (iii) All officers will be professional in their conduct with the public, other staff and inmates.
- (iv) Officers shall comply with the requirements of the CSNSW Dress Manual and will ensure their dress and grooming are of the highest standard.

25. Equity of Employment

- (i) The parties are committed to providing a work environment which promotes the achievement of equity and the elimination of discrimination in employment.
- (ii) Officers with supervising responsibilities shall ensure that all staff under their supervision are treated equitably and without bias or prejudice.

26. Harassment Free Workplace

- (i) The parties are committed to ensuring that officers work in an environment free of harassment. Harassment on the grounds of sex, marital status, pregnancy, race, culture or ethno-cultural background, disability or perceived disability (including HIV/AIDS), age, homosexuality or perceived homosexuality, transgender or perceived transgender is unlawful in terms of the *Anti-Discrimination Act 1977*.
- (ii) 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 or unpleasant.
- (iii) Harassing behaviour is unacceptable and disruptive to the well-being of individuals and workplace productivity.
- (iv) Harassment on any grounds including, but not limited to, sex, marital status, pregnancy, race, culture or ethno-cultural background, disability or perceived disability (including HIV/AIDS), age, homosexuality or perceived homosexuality, transgender or perceived transgender will not be condoned by CSNSW or the Association.
- (v) Correctional Officers 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.
- (vi) All Correctional Officers are required to refrain from perpetuating, or being party to, any form of harassment.
- (vii) Where a claim of harassment is made, and with consultation with the Association, and CSNSW considers there is reasonable grounds for considering harassment has occurred, the alleged offending officer is to be transferred to another work location until the matter is fully investigated.

27. 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 officer because the officer 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:
 - (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.
- (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.

Notes:

- (a) CSNSW and its officers 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.

28. Deduction of Association Membership and Legal Fund Fees

- (i) The Association shall provide CSNSW with a schedule setting out the Association's fortnightly membership and legal fund fees payable by members of the Association in accordance with the Association rules.
- (ii) The Association shall advise CSNSW of any change to the amount of fortnightly membership and legal fund fees made under its rules. Any variation to the schedule of the Association's fortnightly membership and legal fund fees shall be provided to CSNSW at least 28 days in advance of the variation taking effect.
- (iii) Subject to subclauses (i) and (ii) of this clause, CSNSW shall deduct the Association's fortnightly membership and legal fund fees from the pay of any officer who is an Association member in accordance with the Association's rules, provided the officer has authorised CSNSW to make such deductions.
- (iv) Monies so deducted from the officer's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the officer's membership accounts.
- (v) Unless other arrangements are agreed to by CSNSW and the Association, all Association membership and legal fund fees shall be deducted by CSNSW on a fortnightly basis.

29. Savings of Rights

- (i) At the time of the making of 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.

30. No Further Claims

- (i) 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 Correctional Officers.

31. General

- (i) Nothing in this Award shall be construed as restricting the Division Head or delegate to alter the duties of any role or to abolish any role covered by this Award in consultation with the Association.

32. Area, Incidence and Duration

- (i) This Award shall apply to all officers as defined in clause 5, Ranking Structure, of this Award.
- (ii) This award is made following a review under Section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Correctional Officers Department of Attorney General and Justice – Corrective Services NSW) Award published 21 October 2016 (380 I.G. 918).
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 29 August 2019.
- (iv) The award remains in force until varied or rescinded, the period for which it was made having already expired.
- (v) Changes made to this award subsequent to it first being published on 11 July 2008 (366 I.G.130) have been incorporated into this award as part of the review.
- (vi) The Prison Officers (Settlement of Grievances and Disputes) Agreement, Agreement No. 2471 of 1984 is rescinded and replaced by Schedule A of this award.

SCHEDULE A - AGREED PROCEDURES FOR SETTLEMENT OF GRIEVANCES AND DISPUTES

1. Objectives

- 1.1 The object of these procedures is the improvement of industrial relations and the development of a spirit of co-operation within CSNSW.
- 1.2 The parties acknowledge the desirability, in the interests of all concerned of industrial claims being dealt with expeditiously and without resort to industrial action.
- 1.3 It is the intention that as CSNSW is an essential service industry, problems and disputes should be resolved by discussion and the adoption of common-sense solutions rather than by the resort to industrial action.
- 1.4 It is recognised that proper consultation and communication within CSNSW are of the utmost importance for its effective operation and for the administration of its functions.
- 1.5 There shall be co-operation at all levels to ensure the final resolution of disputes expeditiously.
- 1.6 Compliance with the spirit and intent of this agreement as well its terms, is accepted as essential to the achievement of a better working atmosphere for Correctional Officers and to ensuring a stable environment for inmates.
- 1.7 The officials of the POVB and of the sub-branches shall be recognised as having, within their respective spheres, an essential role and responsibility in the handling of industrial disputes and in representing Correctional Officers, but with due regard to their responsibilities as Correctional Officers.
- 1.8 These procedures are not intended to limit the powers of tribunals under the *Industrial Relations Act* 1996 but are designed to facilitate the process of conciliation and the settlement of industrial disputes by amicable arrangements as envisaged by the *Industrial Relations Act* 1996. All matters filed pursuant to the *Industrial Relations Act* 1996 shall be dealt with in accordance with it.
- 1.9 It is the intention that normally the agreed procedure shall be followed in processing industrial disputes but it may be necessary by agreement to by-pass some of the steps in the procedure in attempting to achieve a speedy resolution in specific instances.

2. Definitions

In this Schedule, the definitions as listed in Clause 3 Definitions of the Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award shall apply. In addition to those definitions, the following definitions shall also apply:

- 2.1 "POVB" means the Prison Officers' Vocational Branch of the Association.
- 2.2 "Sub-branch" means the sub-branch of the POVB covering the workplace concerned.
- 2.3 "Industrial dispute" means a dispute or claim with regard to or affecting the conditions of employment of Correctional Officers.
- 2.4 "Industrial action" includes a refusal to work or the imposition of work bans or limitations.
- 2.5 "Workplace" includes correctional centre, courts, head or regional office.
- 2.6 "Working days" means days on which the office of CSNSW is open for business.
- 2.7 "Management Committee" means the Management Committee of the POVB.
- 2.8 "State Executive" means such of the Chairman, Vice Chairman and Hon. Secretary of the POVB (whose election has been notified by the Association to CSNSW) and Country Vice Chairman as are at the time available.
- 2.9 "Sub-branch Executive" means such of the duly elected Executive of the sub-branch (whose election has been notified to the General Manager of the workplace concerned) as are at the time available.
- 2.10 "Officials" means in the case of the POVB the State Executive and in the case of a sub-branch the sub-branch executive or such of the members of the respective bodies as are at the time available.
- 2.11 "Local issue" means an industrial claim which relates solely to a particular workplace.
- 2.12 "State-wide issues" means any industrial dispute which is not a local issue or is one which directly affects Correctional Officers at more than one workplace.

3. Procedure in Local Issues

- 3.1 The sub-branch Executive shall immediately notify the General Manager of the existence of any industrial dispute or of any resolution passed at a meeting of members of a sub-branch and which may give rise to an industrial dispute.
- 3.2 The General Manager, as the person responsible for the day-to-day running of the workplace, shall endeavour to resolve the matter in discussion with the sub-branch Executive or in the case of the Long Bay Correctional Complex with an official of the sub-branch and a local workplace delegate.
- 3.3 If any industrial dispute cannot be resolved at this level the matter shall be referred to next appropriate higher level of management who shall attempt to resolve the matter.
- 3.4 That manager shall advise the next most appropriate higher level of management immediately of any matter which is likely to lead to an industrial dispute or which affects the conditions of employment of Correctional Officers and which has not been resolved in the procedures in sub clause 3.2 and 3.3, who shall immediately seek to resolve the matter.
- 3.5 Where the procedures of sub clauses 3.2, 3.3 and 3.4 do not lead to resolution of the industrial dispute, the State Executive shall be advised accordingly by the sub-branch Executive. The State Executive shall consider the matter promptly and, after discussion if necessary with the sub-branch Executive, shall refer the same to the Association.

- 3.6 The Association and CSNSW shall each immediately notify the other of any industrial dispute which is referred to either of them and shall take prompt steps seeking to resolve the dispute by consultation.
- 3.7 If the Association and CSNSW are unable to resolve the dispute it shall be immediately notified by one of the parties, pursuant to the *Industrial Relations Act 1996*, to be dealt with in accordance with the *Industrial Relations Act 1996*.

4. Procedure in State-Wide Issues

- 4.1 Any resolution of a sub-branch which is endorsed by the State Executive or any resolution of the management committee which may lead to an industrial dispute, shall be referred by the officials concerned to the Association which shall notify it to CSNSW. The Association and CSNSW shall take prompt steps seeking to settle the matter by consultation.
- 4.2 If the Association and CSNSW are unable to resolve the dispute it shall be immediately notified by one of the parties pursuant to the *Industrial Relations Act 1996* to be dealt with in accordance with the *Industrial Relations Act 1996*.

5. General Procedures

- 5.1 The agreed procedures shall not be taken as an acknowledgement that industrial action by Correctional Officers will be necessary or proper.
- 5.2 All sub-branch meetings shall be fully advertised with as much notice as possible. The General Manager shall be given proper and adequate notice of any sub-branch meeting which it is proposed to hold.
- 5.3 If a resolution be carried at any sub-branch meeting calling for or suggesting industrial action, the sub-branch Executive shall immediately notify the State Executive and the Association of the terms of the resolution and it shall not be implemented until all the agreed procedures have been completed.
- 5.4 At least three clear working days' notice shall be given by the State Executive to the Association and CSNSW of any intention or proposal for all or any members of the POVB to take industrial action.
- 5.5 No industrial action shall be taken until the agreed procedures have been completed or until a dispute notified pursuant to the *Industrial Relations Act 1996* has been heard and determined.
- 5.6 CSNSW maintains that as it has the responsibility for the direction, control and management of workplaces, it has the right itself or through its appropriate Executive Staff to make the necessary management decisions.
- 5.6.1 Nevertheless CSNSW acknowledges the desirability of employees being consulted before the introduction of changes or innovations which will have a significant impact upon established work practices and procedures affecting Correctional Officers. It is accepted that the term significant impact is difficult to define and may convey different meanings to different people but, it is intended to indicate changes which have a real and important as distinct from a minor or incidental effect on Correctional Officers.
- 5.6.2 As a gesture of its good intentions and in recognition of the willingness of the Correctional Officers to agree not to resort to industrial action and of the declared intention of the Association and the Correctional Officers to adhere to these procedures, CSNSW undertakes that:
- (a) the Association will be advised of any such changes or innovations which are to be introduced where they affect more than one workplace.
- (b) the Sub-branch Executive will be advised by the General Manager of any such changes or innovations proposed within a workplace other than on a day-to-day basis.
- 5.6.3 In the event of the Association or the POVB, or the sub-branch as the case may be, requesting consultation such consultation shall take place before the changes or innovations are made.

- 5.6.4 If there is continuing disagreement between the Association and CSNSW with regard to any such proposed change or innovation notification of the dispute shall be given pursuant to the *Industrial Relations Act 1996*. The proposed change or innovation shall not be implemented by CSNSW until the matter has been referred to and dealt with by the Industrial Relations Commission.
- 5.6.5 There is no expectation that matters which are clearly within the prerogative of management will be decided by that Commission nor that it would substitute its view for that of management but, it is anticipated that the Industrial Relations Commission could consider taking action where the issue clearly called for its involvement.
- 5.6.6 CSNSW reserves the right to implement a change before completion of the agreed procedures if there be special circumstances which make the postponement of the change unreasonable.
- 5.6.7 No party shall be prejudiced as to the final settlement by action in conformity with the agreed procedures.
- 5.7 While the agreed procedures are being pursued, work shall proceed without interruption and in accordance with the instructions of the General Manager.
- 5.8 Nothing in the agreed procedures is intended to limit the right of any party from at any stage referring the matter pursuant to the *Industrial Relations Act 1996*.

6. Safety and Security

- 6.1 The policy of the Association is that no officer shall be required to work in a role which is unsafe but, it does not support any reliance upon a pretext of safety to justify a refusal of duty where no real personal risk is involved. Accordingly, notwithstanding the agreed procedures, the Association upholds the right of Correctional Officers to vary the procedures where the safety of officers genuinely arises.
- 6.2 The nature of the occupation of Correctional Officers is such that there is a constant risk of an attack upon a Correctional Officer by an inmate and CSNSW accepts its obligation to take proper precautions to ensure the safety at work of its officers. However, it claims the right ultimately to decide the arrangements which are appropriate for ensuring the safety of the officers and it regards the running of each workplace in the most efficient manner and the staffing of posts on a day-by-day basis to be the responsibility of the General Manager but consistent with CSNSW's policy that a "sight or sound" principle be observed in maximum security (A category) correctional centres. It is recognised that there will be genuine differences of opinion on questions of the safety of officers and the staffing of posts. A resolution of any of these differences is to be sought by a proper consideration of all aspects of the issue.
- 6.3 No officer shall leave an armed post or agreed security post unstaffed until relieved by another officer or by another person authorised by the General Manager who shall arrange such relief within the period which has previously been agreed with the sub-branch Executive.

SCHEDULE B - MEMORANDUM OF UNDERSTANDING FOR CORRECTIONAL OFFICERS, DEPARTMENT OF COMMUNITIES AND JUSTICE- CORRECTIVE SERVICES NSW

This Memorandum of Understanding:

- (i) Regulates the conditions of service of Correctional Officers, as defined in the Crown Employees (Correctional Officers, Department of Communities and Justice- Corrective Services NSW) Award, other than those conditions of service reflected in the aforementioned Award.
- (ii) Is complementary to the Award and covers issues excluded, in whole or part, from the Award, but that still pertain to certain aspects of conditions of employment.
- (iii) Reflects the agreed position between the Division Head or delegate and the General Secretary of the Public Service Association of NSW.

- (iv) Provides a framework for consultation between CSNSW and the Association to monitor progress on issues and changes.

Intent - The parties acknowledge that the Award and Memorandum of Understanding have been entered into on the basis of a shared commitment to the achievement of a progressive and professional correctional management within CSNSW. In this pursuit, the Award and Memorandum of Understanding consolidate existing conditions of service and introduce changes to some of the terms and conditions of service of Correctional Officers in order to increase productivity and flexibility and to enhance the professional development of these officers.

Key Initiatives of the Award and Memorandum of Understanding

The Award and the Memorandum of Understanding are based on the following key initiatives:

a continued commitment to Area and Case Management and the development of a professional correctional service;

to introduce an incidental allowance for Correctional Officers to compensate for additional responsibilities;

to provide appropriate training and career development opportunities for Correctional Officers;

introduction of cyclic rostering subject to a successful trial and subsequent agreement between the parties;

cessation of entitlement to rations;

contracting out of the purchasing function of the inmate buy ups;

to introduce a performance management system;

reduction in the number of roles as agreed by the parties;

restructuring of roles within Corrective Services Industries covered by this Award;

joint participation in the Custodial Workplace Committee (CWC) to undertake a review to promote work safety, staff welfare, mental and physical health promotion and support;

to encourage the orderly and amicable settling of differences;

to promote a workplace that is free from prejudice, discrimination and harassment.

The parties agree to the following provisions applying during the term of the Award or until varied by agreement between the parties:

1. Family Day

CSNSW agrees to continue to allow officers to attend, on one occasion per year, the family day arranged by CSNSW. Due to the requirement to maintain service to the correctional centres a family day is arranged twice a year. An officer's attendance at family day is at CSNSW's convenience.

2. Skills and Career Development

- (i) It is the aim of the parties that Correctional Officers shall be provided with the maximum opportunities for training and development such that they will form a highly skilled and committed workforce, enjoying maximum job satisfaction. An integral part of this process shall be consultation with the Association and individual officers. Correctional Officers recognise that their individual career development is a joint responsibility, shared between the officer and CSNSW.

- (ii) CSNSW agrees to set up a joint working party to review the training requirements of all Correctional Officers.
- (iii) Correctional Officers will move between tasks and functions within a correctional centre or work location and within their appointed rank in order to develop their skills and/or to apply such skills to meet the aims and objectives of CSNSW.
- (iv) Correctional Officers, by mutual agreement, will move between tasks and functions within their appointed rank in order to develop their skills and/or to apply such skills to meet the aims and objectives of CSNSW, provided that in moving these officers between tasks and functions CSNSW, the Association and POVB will have regard to the career development needs of individuals; the efficient organisation of work; and personal, family and geographic considerations.
- (v) Processes will be adopted to facilitate the skills enhancement and career development opportunities of Correctional Officers, whilst improving the effectiveness of CSNSW. Without limiting the development of further initiatives, the following processes shall be utilised:
 - temporary filling of vacant roles;
 - job rotation;
 - transfers;
 - secondment;
 - provision of training relevant to the needs of the individual and the requirements of CSNSW.
- (vi) Subclauses (i) - (v) do not replace the authority of the Division Head or their delegate to exercise discretion to invoke transfers in accordance with the movement of staff within and between public sector agencies provisions of the *Government Sector Employment Act 2013* to meet CSNSW staffing requirements.

3. Transfers

- (i) Requests for transfers on compassionate grounds are at the expense of the officer.
- (ii) Other requests for transfers will be in accordance with CSNSW Assignment to Ongoing Custodial Officer Policy.
- (iii) Transfers at the rank of Senior Correctional Officer will be by consultation between the parties.
- (iv) Subclauses (i)-(iii) do not replace the authority of the Division Head's or their delegate to exercise discretion to invoke transfers in accordance with the movement of staff within and between public sector agencies provisions of the *Government Sector Employment Act 2013* to meet CSNSW staffing requirements.

4. Consultative Mechanisms

The parties are prepared to discuss all matters raised which are designed to increase flexibility and enhance the smooth running of CSNSW's operations. A consultative committee will be established consisting of management, Association and POVB representatives. This committee will meet on a regular basis to discuss any matter relevant to the operation of this Award or Memorandum of Understanding or any other matter considered relevant to the maintenance and improvement of employee relations between the parties during the terms of this Award and Memorandum of Understanding, and thereafter.

5. Meal Allowances

Meal monies - generally

- (i) Correctional Officers are not generally entitled to payment of meal monies other than for the exceptions listed in subclause (iii) – (vii)
- (ii) Correctional Officers employed in the following units within Security and Intelligence- Court Escort and Security Unit (CESU), Security Operations Group (SOG), K9 Unit – have areas of responsibility and when operating within those areas they are considered to be performing normal duties. Officers are required as part of their normal duties to travel to other locations and are supplied with a CSNSW vehicle to undertake the travel. In the case of the K9 unit, officers are supplied with a CSNSW vehicle to ensure that they are able to respond directly from their residences. Meal allowances are generally not payable other than for the exceptions listed in subclauses (iii) to (vii)
- (iii) An allowance at the rate equivalent to the Dinner rate for overtime under the Conditions Award is payable to officers working double shifts as per approval from the then Public Service Board in 1979.
- (iv) An allowance at the rate equivalent to the Breakfast rate for overtime under Conditions Award is payable to officers who are called for duty on overtime at least one hour before their rostered starting time and who are required to commence this overtime at or before 6.00 am.
- (v) An allowance at the rate equivalent to the Dinner rate for overtime under the Conditions Award is payable to officers who are required to work a minimum of 1½ hours overtime at the end of their rostered shift and such overtime continues beyond 6.00 pm as per approval from the then Public Service Board in 1980.

Inability to take a meal break between the 3rd and 5th hour -

- (vi) A Member of Staff performing Authorised External Escorts who is unable to take a twenty (20) minute paid crib break away from the supervision of inmates between the third and fifth hour from the commencement of a shift will be paid an allowance – called a Crib Break Penalty:
 - (a) For “A” watch an amount equivalent to the rate for lunch money for overtime under the “Crown Employees (Public Service Conditions of Employment) Award 2009 or its replacement.
 - (b) For “C” watch an amount equivalent to the rate for dinner money for overtime under the Crown Employees (Public Service Conditions of Employment)” Award 2009 or its replacement
 - (c) For “B” watch an amount equivalent to the rate for breakfast money for overtime under the Crown Employees (Public Services Conditions of Employment) Award 2009 or its replacement

For the purposes of this clause:

“Authorised External Escort” includes but is not limited to medical/hospital escorts, funeral escorts, officer’s escorts and Court Escort and Security Unit (CESU) officers. It does not include escorting and/or supervising inmates or offenders on Mobile Outreach Programs, Community Partnership Programs or in a community setting.

“Member of Staff” means a person employed in ongoing, temporary or casual employment as defined in the *Government Sector Employment Act 2013*.

- (vii) The Crib Break Penalty set out in subclause (vi) above is in lieu of overtime.

6. Operational Agreements

That the parties will develop an Operational Agreement or equivalent, at each correctional centre or each relevant workplace.

NOTE: The Memorandum of Understanding was made on 19 February 1998 and published with the Crown Employees (Prison Officers, Department of Corrective Services) Award on 5 March 1999 (308 IG 557).

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar

CROWN EMPLOYEES (MAJOR AND COMMUNITY EVENTS REASSIGNMENT) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 133964 of 2019)

Before Chief Commissioner Kite

22 August 2019

REVIEWED AWARD

1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Parties
4.	Definitions
5.	Acknowledgments by the Parties
6.	Consultation
7.	Coverage
8.	Nature of Reassignment
9.	Right of Return and Continuity of Employment
10.	Relationship to Relevant Awards
11.	Rates of Pay
12.	Suspension of Home Agency Flexitime and Other Similar Arrangements
13.	Working Hours
14.	Rest Breaks and Accrued Attendance Entitlements
15.	Time Off In Lieu (TOIL)
16.	Sick Leave, Family and Community Service Leave and Other Paid Leave
17.	Payroll Issues and Record of Attendance
18.	Transport, Travelling Time and Travelling Allowances
19.	Termination of Reassignment
20.	Grievance and Disciplinary Policy
21.	Work Health and Safety
22.	Anti-Discrimination
23.	Area, Incidence and Duration

Appendix A - List of Agencies

Appendix B - Grievance Procedure

Schedule 1 - Major and Community Events to which this award applies

2. Title

This Award will be known as the Crown Employees (Major and Community Events Reassignment) Award.

3. Parties

3.1 The Parties to the Award are:

- (i) Industrial Relations Secretary;
- (ii) All agencies referred to in Appendix A;
- (iii) Public Service agencies listed in Schedule 1 to the Act;
- (iv) Unions NSW on behalf of affiliated unions;
- (v) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA);
- (vi) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; and
- (vii) The organiser of the Major and Community Events specified in Schedule 1 of this Award as varied from time to time.

4. Definitions

"Act" means the *Government Sector Employment Act 2013*, as amended.

"Agency" means those NSW Government organisations:

- (i) listed in Schedule 1 to the Act; or
- (ii) listed in Appendix A.

"Major and Community Event" means an event set out in Schedule 1 to this Award as varied from time to time.

"Organiser of the Major and Community Event" means the body organising the relevant Major and Community Events as set out in Schedule 1 to this Award as varied from time to time.

"Home agency" means the agency employing the employee.

"Ordinary working hours" means the number of ordinary working hours set by the employee's relevant Award.

"Reassignment period" means the period specified for the operation of a Major and Community Event as set out in Schedule 1 to this Award as varied from time to time, or some other time agreed on an individual basis, during which an employee may be reassigned.

"Reassignment/reassigned" means where an employee has volunteered to undertake duties for a Major and Community Event as directed by the organiser of the Major and Community Event.

"Relevant Award" means the Award or other industrial instruments applying to the employee's contract of service or employment in their home agency.

"Employee" means an employee of a home agency who has volunteered for reassignment to a Major and Community Event.

5. Acknowledgements by the Parties

5.1 The parties agree that reassignment is voluntary and is subject to an expression of interest by the employee and the approval by the home agency, which is to be based on the home agency's operational and service requirements and efficient use of resources. Employees shall not be forced to undertake reassignment.

- 5.2 The parties acknowledge that the arrangements contained in this Award may vary the normal working arrangements and conditions which may otherwise have applied to employees had they not been reassigned.
- 5.3 The parties acknowledge that future Major and Community Events will arise and appropriate variations will be made to Schedule 1 of this Award to facilitate reassignment of staff to those events.
- 5.4 The parties agree that the arrangements contained in this Award recognise the need for equity, fairness, flexibility and transparency in dealing with staff considerations.

6. Consultation

- 6.1 The organiser of the Major and Community Event will consult with the parties to this Award, (in relation to Union parties either directly or through Unions NSW) in relation to requirements for staff and how staff will be managed, including hours of work, duties and remuneration.

7. Coverage

- 7.1 This Award applies to an employee employed by or in an agency who is reassigned to a Major and Community Event in accordance with this Award but does not include an employee employed under the *Education (School Administrative and Support Staff) Act 1987* or those staff covered under the TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement and TAFE Commission of NSW Teachers in TAFE Children's Centres Enterprise Agreement, and the Crown Employees (Teachers in TAFE and Related Employees, Bradfield College and Teachers in TAFE Children's Centres) Salaries and Conditions Award 2009 other than non-school based teaching service staff and those TAFE Related Employees not entitled to agreed weeks of paid non-attendance.
- 7.2 Employment arrangements to which this Award applies:
- (i) ongoing employment on a full-time or part-time basis;
 - (ii) temporary employment, where there is a continuing relationship that amounts to an ongoing or continuing contract of employment for a period beyond the expiry of the relevant Major and Community Event.

8. Nature of Reassignment

- 8.1 At all times during a period of reassignment the employee will remain the employee of the home agency but will be subject to the control and direction of the organiser of the Major and Community Event while on reassignment.
- 8.2 To volunteer for reassignment, an employee is to express an interest in reassignment in accordance with procedures established by the Department of Premier and Cabinet.
- 8.3 The approval of the home agency to an employee being reassigned is subject to the service delivery needs of the home agency at the time of reassignment.
- 8.4 Reassignment will be for a specified term. The minimum duration will be ten working days or as otherwise agreed between the employee, the organiser of the Major and Community Event and the home agency.
- 8.5 An employee may be reassigned during the reassignment period at any time and on any number of occasions, which may vary in duration.
- 8.6 Reassignment may extend to times outside the reassignment period, as agreed between the employee, the home agency and the organiser of the Major and Community Event on a case by case basis.
- 8.7 While it is expected that the employee, having volunteered for reassignment, will remain with the Major and Community Event for the agreed time, it is recognised that the employee may terminate the

reassignment and return to their home agency, but will do so in accordance with clause 19 of this Award.

9. Right of Return and Continuity of Employment

- 9.1 An employee who has been reassigned is entitled at the end of the reassignment to return to the position and salary level in the home agency occupied substantively by the employee immediately before the reassignment. Thereafter the usual staff establishment management arrangements of the home agency apply to the employee.
- 9.2 Nothing in relation to reassignment will affect the employee's continuity of service, process for termination of service, or other employment rights with the home agency.

10. Relationship to Relevant Awards

- 10.1 It is the intention of the parties that the employee's relevant Award will continue to apply while the employee is on reassignment. However, where this Award varies or replaces arrangements in the employee's relevant Award, the provisions in this Award are to apply.

11. Rates of Pay

- 11.1 The employee's rate of pay while the employee is on reassignment will be the Rate of Pay they would have received in their home agency had they not been reassigned.
- 11.2 The nominal grading given to a position by the organiser of the Major and Community Event is indicative of the level from which staff seeking reassignment might be drawn. It will not entitle an employee to higher pay nor operate to reduce an employee's normal rate of pay.
- 11.3 The rate of pay is to include any shift penalties and other allowances in the nature of salary which the employee would have been entitled to receive had the employee not been reassigned.
- 11.4 Where there is any doubt as to the shift penalties that the employee would have been entitled to receive, the average of the last 4 week rostered period, not including any period of annual or other leave, will be used.
- 11.5 The employee's rate of pay will apply to all reassignment work, irrespective of the duration, the time of day or day of the week worked.
- 11.6 An employee who is a shift worker will not be paid shift penalty rates based on any shift rosters applying to the reassigned work.
- 11.7 An employee who is not a shift worker will not receive payment of shift penalty rates for any shift rosters applying to the reassigned work.

12. Suspension of Home Agency Flexitime and Other Similar Arrangements

- 12.1 An employee's entitlements under flexible working hours (flexitime), fortnightly or monthly rostered days off or any other work attendance arrangement operating in the employee's home agency will be suspended for the duration of the employee's reassignment. All entitlements and associated balances will be preserved until the employee returns from reassignment. The home agency is to implement an appropriate extension of time for the employee to access entitlements and clear associated balances after reassignment.
- 12.2 Accrued flex leave, banked time, accrued days off or rostered days off entitlements, which may have accrued to the employee under a work attendance arrangement, will not be available during reassignment unless there is prior agreement between the employee, the home agency and the organiser of the Major and Community Event. Otherwise, the entitlement to access these accruals will be preserved until the employee returns from reassignment.

NOTE: Working hours arrangements during reassignment may allow the employee to use hours worked in excess of their ordinary working hours towards additional days off duty, as provided in subclauses 14.4 and 14.5 of this Award.

13. Working Hours

- 13.1 For the purpose of this Award, the ordinary working hours of an employee while on reassignment will be the weekly equivalent of the ordinary working hours set by the employee's relevant Award.
- 13.2 Fixed starting and finishing times or other standard hours' arrangements are not provided by this Award.
- 13.3 The number of hours worked by an employee on reassignment may vary from the employee's ordinary working hours. Additional hours worked outside the employee's ordinary hours of work and on weekends may be anticipated.
- 13.4 Daily hours will be agreed between the organiser of the Major and Community Event and the employee having regard to the Major and Community Event's needs. An employee will not be required to work daily hours of more than 12 hours inclusive of all meal breaks, or no less than four hours duration unless agreed by the employee.
- 13.5 An employee may refuse to work additional hours in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- (1) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (2) any risk to employee health and safety;
 - (3) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
 - (4) the notice (if any) given by the organiser of the Major and Community Event regarding the working of the additional hours, and by the employee of their intention to refuse the working of additional hours; or
 - (5) any other relevant matter.
- 13.6 Where practicable, daily hours shall be in accordance with the employee's letter of appointment. Where daily hours or the days on which work is to be performed are modified, the organisers of the Major and Community Event will, where practicable, give seven days notice of the change.
- 13.7 An employee who is reassigned will record the working hours they are directed to work in a record of attendance. The accurate completion of the record of attendance is the joint responsibility of the organiser of the Major and Community Event and the employee. The organiser of the Major and Community Event will forward the record of attendance to the home agency on a monthly basis.
- 13.8 Ordinary hours of work and hours worked in excess of ordinary hours recorded in the record of attendance will be monitored by the home agency. Employees and the organiser of the Major and Community Event will encourage the use of additional hours worked in accordance with subclauses 14.4 and 14.5 (i.e. additional days off duty) of this Award.

14. Rest Breaks and Accrued Attendance Entitlements

- 14.1 An employee will not be required to work more than five hours without the provision of a 30 minute unpaid meal break. An employee will not be required to work more than nine hours without the provision of a 30-minute paid crib break.

- 14.2 An employee must have a break of at least eight hours between the completion of one shift and the commencement of the next, and at least ten hours where the employee is required to work a shift of ten hours or more.
- 14.3 An employee will be rostered off for a minimum of eight days per 28 day period and as far as is practicable, rostered days off should be taken in lots of 2 consecutive days.
- 14.4 Subject to the operational needs of the organiser of the Major and Community Event, an employee may take one additional rostered day off per 28 days utilising hours worked in excess of the employee's ordinary working hours. Hours used to take an additional rostered day off shall be deducted from the time accrued towards time off in lieu as specified in this Award.
- 14.5 Every effort will be made by the parties to utilise hours worked in excess of an employee's ordinary working hours during the period of reassignment, so as to limit the accrual of time off in lieu.

15. Time Off In Lieu (Toil)

- 15.1 Employees eligible for paid overtime in accordance with their home agency Award may access TOIL as set out in this Award.
- 15.2 TOIL shall be granted for hours that an employee is directed to work in excess of the employee's ordinary working hours. Overtime will not be paid in respect of any hours worked.
- 15.3 TOIL shall be calculated on the total hours actually worked over the whole period or periods of reassignment.
- 15.4 If an employee works hours in excess of their total ordinary working hours across the period or periods of reassignment, TOIL will accrue on an hour for hour basis up to the equivalent of 5 hours per week over the period of the reassignment, i.e., a total period of reassignment of 20 weeks allows for a maximum of 100 hours at time for time. TOIL will accrue at the rate of time and one half for all additional hours thereafter.
- 15.5 The number of hours accruing towards TOIL on an hour for hour basis will be reviewed prior to any variation to Schedule 1 of this Award to add further Major and Community Events.
- 15.6 TOIL accrued during reassignment will be calculated by the employee's home agency at the end of the reassignment or at the end of the reassignment period based on attendance records.
- 15.7 The giving and taking of TOIL is a mutual responsibility and cannot be unreasonably refused to be given by the home agency or refused to be taken by the employee.
- 15.8 TOIL will be available to the employee upon return to their home agency for a period of 12 months. Home agencies will put in place arrangements to allow staff to exhaust TOIL within this period.
- 15.9 An extension of up to 6 months may be negotiated between an employee and the home agency to clear a time in lieu balance.
- 15.10 An employee may be directed to take TOIL to exhaust the entitlement within the timeframes specified in the Award. An employee refusing to take TOIL as directed will not be entitled to claim hours worked.
- 15.11 If TOIL accruals are unable to be cleared within the times specified in this Award even though all reasonable efforts have been made by the home agency and the employee to do so, the remaining accrued hours will be paid out by the home agency at overtime rates.
- 15.12 An employee will retain their entitlement to TOIL under this Award in the same manner as is provided for cross-public sector leave arrangements in Division 2 of Part 3 of the Act.

16. Sick Leave, Family and Community Service Leave and Other Paid Leave

- 16.1 Sick Leave, Family and Community Service Leave or other emergency leave, and other paid leave to which the employee is entitled pursuant to their Award or public sector policy arrangement, will continue to be available during reassignment. The requirements of the relevant Award for the taking of such leave, such as the production of a medical certificate, will apply.
- 16.2 Planned leave approved by the home agency may intervene during an employee's re-assignment but would be subject to the organiser of the Major and Community Event agreeing to the leave prior to reassignment.
- 16.3 Unplanned leave taken during reassignment, such as sick leave, will require the employee to notify the organiser of the Major and Community Event as soon as possible of their inability to attend work and the duration that they are likely to be absent.
- 16.4 An employee will submit a leave form to the organiser of the Major and Community Event for all leave taken. Forms will be forwarded to the home agencies as soon as practicable. The duration of any unplanned leave will be recorded in the employee's record of attendance and forwarded to the home agency on a monthly basis.
- 16.5 If the employee indicates to the organiser of the Major and Community Event that the unplanned leave will be for a period of 10 days or more, the organiser of the Major and Community Event may terminate the reassignment and notify the employee. The Major and Community Event is to notify the home agency immediately and the employee is to resume work with the home agency.
- 16.6 An employee whose reassignment has been terminated under these circumstances will be entitled to seek further reassignment upon their return to their home agency.

17. Payroll Issues and Record of Attendance

- 17.1 All payroll issues will remain the responsibility of the home agency for the duration of the reassignment.
- 17.2 The employee will continue to receive their pay, as provided in clause 11 of this Award, during the reassignment period from the home agency.
- 17.3 The organiser of the Major and Community Event and the employee are responsible for maintaining a record of attendance, including the days and hours of work and leave of absence for any reason. The organiser of the Major and Community Event will provide the record of attendance to the home agency on a monthly basis.

18. Transport, Travelling Time and Travelling Allowances

- 18.1 If an employee ceases or commences a shift after 8.00 pm and public transport or any other normal means of transport is not reasonably available, then in consideration of the employee's safety, the organiser of the Major and Community Event may provide transport or make other transport arrangements to or from home, which may include the use of a taxi for that part of the journey for which public transport is not available.
- 18.2 In recognition of the voluntary nature of reassignment, no additional compensation will be provided for additional travel between an employee's home and place of work with the Major and Community Event, compared with an employee's home and their home agency.
- 18.3 Travelling allowances and compensation will not be paid where reassigned staff perform duties at a temporary work location. The organisers of the Major and Community Event will meet all reasonable costs associated with travel, overnight accommodation and meals.
- 18.4 For the purpose of subclause 18.3 a temporary work location is any work location apart from that initially nominated by the organiser of the Major and Community Event as the normal work location.

19. Termination of Reassignment

- 19.1 The reassignment may be terminated by:
- (i) mutual agreement;
 - (ii) the employee;
 - (iii) the organiser of the Major and Community Event; or
 - (iv) the operation of clause 16, Sick Leave, Family and Community Service Leave and Other Paid Leave.
- 19.2 Fourteen days notice is required unless some other time is agreed.
- 19.3 The organiser of the Major and Community Event is required to notify the home agency of the termination of the reassignment and the date on which the employee will return.
- 19.4 An employee will return to their home agency upon the termination of the reassignment.

20. Grievance and Disciplinary Policy

- 20.1 All grievances and disputes relating to the provisions of this award during the period of reassignment shall be initially dealt with as close to the sources as possible, with graduated steps for further attempts at resolution at higher levels of authority within the organiser of the Major and Community Event, if required.
- 20.2 Steps taken shall be in accordance with the procedure detailed in Appendix B.
- 20.3 Where the grievance concerns work health and safety or discrimination and harassment, the employee will advise the home agency and the matter will be dealt with in accordance with the procedure in Appendix B or the policy and procedures that apply in the home agency. Where such a grievance or dispute arises, home agencies shall take all reasonable steps to resolve the grievance in consultation with the organiser of the Major and Community Event.
- 20.4 The organiser of the Major and Community Event will notify the home agency in the case of any disciplinary matter and it shall be dealt with in accordance with the policy and procedures that apply in the home agency.

21. Work Health and Safety

- 21.1 Staff reassigned to a Major and Community Event are required to comply with any risk assessment and management plan implemented by the organiser of the Major and Community Event in accordance with Work Health and Safety requirements.
- 21.2 The organiser of the Major and Community Event will comply with all Work Health and Safety requirements.

22. Anti-Discrimination

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

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

- 22.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 22.4 Nothing in this clause is to be taken to effect:
- (i) Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (ii) Offering or providing junior rates of pay to persons under 21 years of age;
 - (iii) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
 - (iv) A party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 22.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES

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

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

23. Area, Incidence and Duration

- 23.1 This Award shall apply to employees employed in Agencies who are reassigned to Major and Community Events in accordance with this Award.
- 23.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Major and Community Events Reassignment) Award published 21 October 2016 (380 I.G. 1072), as varied.
- 23.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 22 August 2019.
- 23.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.
- 23.5 Changes made to this award subsequent to it first being published on 15 May 2009 (367 I.G. 1566) have been incorporated into this award as part of the review.

APPENDIX A - LIST OF AGENCIES

Health Professionals Registration Boards

Parliament of New South Wales

NSW Police Force

State Water Corporation

APPENDIX B - GRIEVANCE PROCEDURE

- (i) All grievances and disputes relating to the provisions of this Award will 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 organiser of the appropriate Major and Community Event, if required.
- (ii) An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- (iii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Head of the organiser of the Major and Community Event.
- (iv) The immediate manager, or other appropriate officer, will convene a meeting in order to resolve the grievance, dispute or difficulty within two working days, or as soon as practicable, of the matter being brought to attention.
- (v) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager will respond within two 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 Head of the Major and Community Event.
- (vi) The Head of the organiser of the Major and Community Event may refer the matter to the Industrial Relations Secretary for consideration.
- (vii) If the matter remains unresolved, the Head of the organiser of the Major and Community Event will provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning the action to be taken, or the reason for not taking action, in relation to the matter.
- (viii) A employee, at any stage, may request to be represented by their union.
- (ix) The employee or the union on their behalf, or the Head of the organiser of the Major and Community Event may refer the matter to the NSW Industrial Relations Commission (the Commission) if the matter is unresolved following the use of these procedures.
- (x) The employee, union, Head of the organiser of the Major and Community Event and the Industrial Relations Secretary will agree to be bound by any order or determination by the Commission in relation to the dispute.
- (xi) While the procedures outlined in (i) to (x) above are being followed, normal work undertaken prior to notification of the dispute or difficulty will continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any employee or member of the public.

**SCHEDULE 1 - MAJOR AND COMMUNITY EVENTS TO WHICH THIS AWARD
APPLIES**

Major and Community Event	Organiser of the Major and Community Event	Reassignment Period
---------------------------	---	---------------------

P. M. KITE, *Chief Commissioner*

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.

(Case No. 134215 of 2019)

Before Chief Commissioner Kite

29 August 2019

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

PART A

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	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 Roles and Allowances
15.	Major Incident Conditions
16.	Operational Communications Centre (OCC)
17.	Staff Members who are Volunteer Members
18.	Anti-Discrimination
19.	Area, Incidence and Duration

PART B

MONETARY RATES

20.	Schedule A - Salary Rates - RFS Officers
21.	Schedule B - Salary Rates - RFS Officers (OCC)
22.	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 NSW Rural Fire Service and Industrial Relations Secretary; and

- 3.2 Public Service Association and Professional Officer's Association Amalgamated Union of New South Wales.

4. Definitions

- 4.1 "Act" means the *Government Sector Employment Act 2013*.
- 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 NSW Rural Fire Service.
- 4.6 "Casual Employee" means any employee engaged in terms of the *Government Sector Employment Act 2013* and any guidelines issued thereof or as amended from time to time.
- 4.7 "Conditions Award" means the Crown Employees (Conditions of Employment) Reviewed Award 2009 or award replacing it.
- 4.8 "Commissioner" means the Commissioner of the NSW 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 1997*), 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 NSW 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 NSW Rural Fire Service 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 role 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 NSW 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 NSW 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" means the NSW Rural Fire Service as established in the *Rural Fires Act 1997*.
- 4.20 "Staff" or "Staff Member" means an ongoing, casual or a temporary employee 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 (OCC) of this award.
- 5.3 The salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement award.
- 5.4 Annual incremental progression within a level or broad banded levels shall be:
- 5.4.1 On the anniversary of appointment to a role; and
- 5.4.2 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 *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2019) Award* or any awards replacing these awards.
- 6.2 Where there may be inconsistencies between this Award and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009*, or any other public service award, a agreement or industrial instrument that would otherwise cover staff of the NSW 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 NSW 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 Role Description for the job and the agreed performance management criteria for the role 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 role 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 staff member will record their daily attendance.
- 8.6 This record will also serve as the Monthly Attendance 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 NSW Rural Fire Service.

- 9.4 The work hours scheme is designed to provide a professional approach to the conduct of the NSW 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 financial 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 NSW 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 five agreed absences may be conserved by a staff member during any one financial 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 financial 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 Executive 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 NSW Rural Fire Service delegation.
- 12.7 The ACA applies to a role and not to a staff member.
- 12.8 Where a staff member in receipt of the ACA is seconded or temporarily transferred to a role (or on a special project) for a period greater than three months and that role does not attract the ACA, they will not receive the allowance for the period they occupy the temporary role.
- 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 role through the ACA Review Panel.
- 12.11 The ACA Review Panel comprises representatives from the NSW Rural Fire Service 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 NSW 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 Roles 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 NSW 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 NSW 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 2019 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 Staff members who undertake Fire Fighting Incident Duties on any shift, or Incident Management Duties on night shift, shall be provided with a 24-hour break at payment of single time rates after the completion of three consecutive shifts.

15.2.9 Staff members who undertake Incident Management Duties on day shift shall be provided with a 24-hour break at payment of single time rates at the completion of three consecutive shifts, or if requested by the NSW Rural Fire Service and if agreed to by the staff member, after the completion of up to five consecutive shifts.

15.2.10 Staff members who undertake catering or administrative assistance shall be provided with a 24-hour break with payment at single time rates after the completion of up to five consecutive shifts.

15.2.11 For the purpose of this clause:

Fire Fighting Incident Duties are defined as the arduous duties undertaken by:

(a) Air Attack Supervisors, Airborne Systems Operators and Air Observers; and

(b) Rapid Aerial Response Teams (RART) and Remote Area Fire Fighting Teams (RAFT).

Incident Management Duties are defined as duties performed by Incident Management Team roles involved in the management of a major incident that do not include Fire Fighting Incident Duties, catering or administrative assistance.

15.2.12 It is the responsibility of the Incident Controller or nominee to ensure that reasonable shift and rest periods are adhered to.

- 15.2.13 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.
- 15.2.14 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.
- 15.2.15 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.
- 15.2.16 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.
- 15.2.17 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 NSW 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 NSW 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 Conditions Award shall be made.

15.5.3 Wherever possible, staff members will be allowed to return home or the NSW 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 NSW 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. Operational Communications Centre (OCC)

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 OCC 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 a NSW Rural Fire Service staff member or by agency staff member through an employment agency with suitable staff.

16.5 Staffing

16.5.1 At a minimum, each shift will consist of a Senior Operational Communications Officer and Operational Communications Officer(s).

16.6 Averaging-Out Shift Penalties (ASP)

16.6.1 The shift penalties applicable have been "Averaged-Out" for all OCC staff - abbreviated to the "ASP".

16.6.2 The ASP allows OCC 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 OCC 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 Operational Communications Officer through the completion in writing of the appropriate pro forma documentation currently used in the OCC.

16.7.4 Extra shifts will be filled using the swing shift facility. NSW Rural Fire Service 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 email 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 NSW 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 OCC 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 OCC 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 OCC staff will be entitled to four 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 (OCC) of this award apply to OCC 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);

Wireless Institute Civil Emergency Network; or

Australian Volunteer Coast Guard Association.

May be granted special leave of up to five 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 effect 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 one 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 five-day annual limit prescribed in subclause 17.1, General of this clause.

17.5 Bush Fire Fighting Training Courses

17.5.1 NSW Rural Fire Service volunteers nominated to attend courses approved by the NSW Rural Fire Service or by organisations recognised by the NSW 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 NSW 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 NSW Rural Fire Service whether attendance is required and any non-attendance will be reported to the NSW 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. Anti-Discrimination

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

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

18.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise a staff member because the staff member 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:

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

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

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

18.4.4 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.

18.5.1 Employers and employees may also be subject to Commonwealth Anti-Discrimination Legislation.

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

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

19. Area, Incidence and Duration

- 19.1 This award shall apply to officers, Departmental temporary employees and casual employees as defined in the *Government Sector Employment Act 2013* employed in the NSW Rural Fire Service listed in Schedule 1, Part 1, to the *Government Sector Employment Act 2013*.
- 19.2 This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Rural Fire Service) Award published 21 October 2016 (380 I.G. 1398, as varied).
- 19.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 29 August 2019.
- 19.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

20. Schedule A - Salary Rates - RFS Officers

- 20.1 These rates are inclusive of Annual Leave Loading.

Classification and Grades	1.7.19 Per annum \$
RFS Officer Level 1	
Year 1	38,348
Year 2	46,379
Year 3	49,986
Year 4	5,1354
Year 5	53,524
Year 6	54,493
Year 7	55,844
Year 8	57,914
Year 9	60,008
Year 10	62,223
RFS Officer Level 2	
Year 1	65,652
Year 2	67,582
RFS Officer Level 3	
Year 1	69,467
Year 2	71,371
RFS Officer Level 4	
Year 1	73,397
Year 2	75,608
RFS Officer Level 5	
Year 1	77,971
Year 2	80,366
RFS Officer Level 6	
Year 1	86,639
Year 2	89,374
RFS Officer Level 7	
Year 1	92,876
Year 2	95,598

RFS Officer Level 8 Year 1	98,465
Year 2	101,409
RFS Officer Level 9 Year 1	105,632
Year 2	108,988
RFS Officer Level 10 Year 1	112,240
Year 2	115,398
RFS Officer Level 11 Year 1	120,107
Year 2	123,684
RFS Officer Level 12 Year 1	129,814
Year 2	135,325
RFS Officer Level 13 Year 1	143,798
Year 2	150,130

21. Schedule B - Salary Rates - RFS Officers (OCC)

21.1 These rates are NOT inclusive of Annual Leave Loading.

21.2 The rates of pay that align to the common salary points in this table are to be sourced from the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement award.

Classification and Grades	1.7.19 Per annum \$
RFS Officer Level B (OCC Operator) Year 1	64,779
Year 2	66,682
Year 3	68,543
Year 4	70,424
RFS Officer Level C (OCC Senior Operator) Year 1	72,418
Year 2	74,602
Year 3	76,931
Year 4	79,297

22. Schedule C - Allowances

Item No.	Clause No.	Allowances	Per Week 1.7.19 \$
1	13	After Hours Allowance	250.00
2	14	District Staff (Fleet) Allowances	
		Body Maker	33.17
		Motor Mechanic	33.17
		Electrical Mechanic	20.96

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(680)

SERIAL C9075

TRANSPORT INDUSTRY - EXCAVATED MATERIALS, CONTRACT DETERMINATION

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Transport Workers' Union of New South Wales, Industrial Organisation of Employees.

(Case No. 35042 of 2020)

Before Commissioner Sloan

10 February 2020

VARIATION

- Delete Part B, Rates of Remuneration, and Part C, Rise and Fall Formula, of the award published 24 October 1997 (301 I.G. 1082) and insert in lieu thereof the following:

PART B

RATES OF REMUNERATION

Item	2 Axles (\$)	3 Axles (\$)	4 Axles (\$)	5 Axles (\$)	6 Axles (\$)	6 Axles (48t) (\$)	7 Axles (\$)	PBS T&D (\$)
1. Loading Rate	19.187	29.876	36.286	43.174	46.493	49.800	50.515	53.822
1A. Extra (cubic metre)	3.307	3.307	3.307	3.307	3.307	x	3.307	x
2. Kilometre (0-8 Km)	4.825	7.517	9.128	10.862	11.694	12.526	12.708	13.540
2A. Extra (cubic metre)	0.832	0.832	0.832	0.832	0.832	x	0.832	x
3. Kilometre Rate (over 8 -25 km)	4.464	6.954	8.448	10.050	10.825	11.596	11.762	12.532
3A. Extra (per cubic metre)	0.771	0.771	0.771	0.771	0.771	x	0.771	x
4. Kilometre Rate (over 25 km)	3.512	3.512	3.512	3.512	3.512	4.227	3.512	4.227
4A. Extra (per cubic metre)	0.715	0.715	0.715	0.715	0.715	x	0.715	x
6. Hourly Rate	62.909	97.957	119.015	141.497	152.385	163.267	173.392	184.274
6A. Extra (per cubic metre)	10.882	10.882	10.882	10.882	10.882	x	10.882	x

PART C

Rise and Fall Formula

- The rates prescribed in Part B may be adjusted each year upon application to the Industrial Relations Commission of New South Wales.
- Application for adjustment shall be made by reference to the weighted movement in the following benchmarks for each cost component, calculated as at the end of the full quarter immediately preceding the variation, with each adjustment application based upon the rates and amounts in the immediately preceding variation.

Component Current	Benchmark	Current Index	Weighting
Wages	Road Transport and Distribution Award 2010, Grade Three Transport Worker	814.2	34.86
Capital	ABS Consumer Price Index (CPI), Motor Vehicles, Australia	95	18.27
Insurances	ABS CPI, Insurance, Australia	131.3	5.83
Registration	ABS CPI, Transportation Group, Other Services in respect of motor vehicles	133.1	3.45
Repairs & Maintenance	ABS CPI, Transportation Group, Maintenance and Repair of Motor and Repair of motor vehicles	113.6	17.55
Tyres	ABS CPI, Transportation Group, Spare Parts and Accessories for motor vehicles	112	4.71
Fuel AIP NSW State	Average for the Retail Price of diesel (excluding GST), calculated by determining the average of the weekly figures between the end of the quarter relating to the last variation and the end of the quarter prior to any new variation.	136.32	11.93
Administration	ABS CPI, All Groups, Sydney	116.5	3.41
Total			100

3. If the cost components, excepting fuel, change such that it causes an increase in the total remuneration of 2 per cent of more from the date of the last variation, an interim adjustment may be made. An application to vary rates of remuneration for changes in the price of fuel may be made at any time, provided that the date upon which any rate adjustment is sought to become operative is at least one calendar month after the last occasion upon which a fuel rate adjustment became operative.
4. Each cost component will be re-weighted after each adjustment.
5. Parties to this Determination will confer with a view to reaching agreement on any application for adjustment on any application for adjustment. In the absence of agreement the rates and amounts shall be determined by the IRC.
6. Notwithstanding anything contained in this Part, a variation shall not be retrospective in operation but shall operate from a date not earlier than the date upon which it is made.
2. This variation shall take effect on and from 10 February 2020.

D. SLOAN, *Commissioner*

(1321)

SERIAL C9063

PUBLIC HOSPITAL RESIDENTIAL SERVICES ASSISTANTS (STATE) AWARD 2018

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Ministry of Health.

(Case No. 370618 of 2019)

Before Acting Chief Commissioner Constant

9 December 2019

VARIATION

1. Delete Table 1 - Salaries of Part B, Monetary Rates, of the award published 31 May 2019 (384 I.G. 579) and insert in lieu thereof the following:

Table 1 - Salaries

Classification	Rate from ffppoa 01/07/2019 2.5% \$ per week
Residential Services Assistant	
1st year of service	1,046.30
2nd year of service	1,067.20
3rd year of service	1,087.80
4th year of service	1,113.60
5th year of service	1,133.80

2. This variation shall take effect on and from 1 July 2019.

N. CONSTANT, *Acting Chief Commissioner*

Printed by the authority of the Industrial Registrar.

(1894)

SERIAL C9122

**CROWN EMPLOYEES (INDEPENDENT TRANSPORT SAFETY
REGULATOR) AWARD 2016**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 127254 of 2019)

Before Chief Commissioner Kite

30 August 2019

ORDER OF RESCISSION

The Industrial Relations Commission of New South Wales orders that the Crown Employees (Independent Transport Safety Regulator) Award 2016 published 24 June 2016 (379 I.G. 586) as varied, be rescinded on and from 30 August 2019.

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

INDUSTRIAL GAZETTE**VOLUME 387****INDEX**

Key to Abbreviations Used:

<i>(ACC)</i>	—	Award of Commissioner/Committee.
<i>(AIC)</i>	—	Award of Industrial Commission.
<i>(AIRC)</i>	—	Award of Industrial Relations Commission.
<i>(AR)</i>	—	Award Reprint (Consolidation).
<i>(ART)</i>	—	Award of Retail Trade Industrial Tribunal.
<i>(CD)</i>	—	Contract Determination.
<i>(CORR)</i>	—	Correction.
<i>(ERR)</i>	—	Erratum.
<i>(OIC)</i>	—	Order of Industrial Commission.
<i>(OIRC)</i>	—	Order of Industrial Relations Commission.
<i>(RIRC)</i>	—	Award Review by Industrial Relations Commission
<i>(ROIRC)</i>	—	Order following Review by the Industrial Relations Commission
<i>(RVIRC)</i>	—	Variation following Review by Industrial Relations Commission
<i>(VCC)</i>	—	Variation by Commissioner/Committee.
<i>(VCD)</i>	—	Variation of Contract Determination.
<i>(VIC)</i>	—	Variation by Industrial Commission.
<i>(VIR)</i>	—	Variation by the Industrial Registrar
<i>(VIRC)</i>	—	Variation by Industrial Relations Commission.
<i>(VSW)</i>	—	Variation following State Wage Case.

Index

	Page
Awards and Determinations —	
Crown Employees NSW Department of Communities and Justice - (Community Living Award) 2019	AIRC 1
Crown Employees Nurses' (State) Award 2019	AIRC 30
Health Employees Dental Prosthetists and Dental Technicians (State) Award 2019	AIRC 40
Health Employees' Oral Health Therapists (State) Award 2019	AIRC 45
Health Employees' Pharmacists (State) Award 2019	AIRC 51
Insurance and Care NSW Award 2017	AIRC 56
Paramedics and Control Centre Officers (State) Award 2019	AIRC 125
Public Health System Nurses' and Midwives' (State) Award 2019	AIRC 171
Roads and Maritime Services (Traffic Signals Staff) Award 2019	AIRC 271
Roads and Maritime Services (Wages Staff) Award 2019	AIRC 318
Roads and Maritime Services School Crossing Supervisors Award 2019	AIRC 379
Crown Employees (School Administrative and Support Staff) Award	AIRC 403
Ambulance Service of New South Wales Administrative and Clerical Employees (State) Award 2018	AIRC 452
Crown Employees (Departmental Officers) Award	RIRC 489
Crown Employees (Office of Sport - Catering Officers) Award	RIRC 499
Crown Employees (Psychologists) Award	RIRC 512
Taronga Conservation Society Australia Salaried Employees Award	RIRC 526
Local Government, Aged, Disability and Home Care (State) Award	VIRC 552
Clerical and Administrative Employees (State) Award	VSW 557
Entertainment and Broadcasting Industry - Live Theatre and Concert (State) Award	VSW 560
Marine Charter Vessels (State) Award	VSW 563
Motels, Accommodation and Resorts, &c. (State) Award	VSW 565
Nurses' (Private Sector) Training Wage (State) Award	VSW 567
Nursing Homes, &c., Nurses' (State) Award	VSW 569
Restaurants, &c., Employees (State) Award	VSW 573
Security Industry (State) Award	VSW 575
Shop Employees (State) Award	VSW 577
Local Government (COVID-19) Splinter (Interim) Award 2020	AIRC 581
Local Government (State) Award 2017	AIRC 591
Parliamentary Reporting Staff (Salaries) Award	AIRC 666
Crown Employees (Planning Officers) Award 2016	RIRC 674
Crown Employees (Parks and Gardens - Horticulture and Rangers Staff) Award 2016	RIRC 689
Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award	RIRC 702
Crown Employees (Botanic Gardens and Centennial Parklands Building and Mechanical Services Employees) Award 2016	RIRC 717
Crown Employees (General Staff - Salaries) Award 2007	RIRC 726
NSW Health Service Aboriginal Health Workers' (State) Award	VIRC 734
Insurance and Care NSW Award 2017	VIRC 735
Crown Employees (Department of Planning, Industry and Environment) Sydney Olympic Park Authority Managed Sports Venues Award 2019	AIRC 737
Operational Ambulance Managers (State) Award 2019	AIRC 770
Public Health Service Employees Skilled Trades (State) Award 2020	AIRC 800
Public Hospital (Training Wage) (State) Award 2019	AIRC 853
Public Hospital Medical Physicists (State) Award 2019	AIRC 864
Public Hospital Professional Engineers' (Bio-Medical Engineers) (State) Award 2019	AIRC 870

Public Hospitals (Professional and Associated Staff) Conditions of Employment (State) Award 2019	AIRC	874
Crown Employees (Health Care Complaints Commission, Medical Advisers) Award 2019	RIRC	917
Transport Industry - General Carriers Contract Determination 2017	CD	924
Roads and Maritime Services (Wages Staff) Award 2019	VIRC	967
The City of Sydney Wages/Salary Award 2017	VIRC	968
Crown Employees (Rural Fire Service Major Incident Condition 2011) Interim Award	OIRC	975
Crown Employees (NSW Department of Communities and Justice - Community Services Division) After Hours Service Award 2019	RIRC	977
Crown Employees Sound Reporters Award	RIRC	984
Crown Employees (Public Service Training Wage) Reviewed Award 2008	RIRC	992
Crown Employees (Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists) Award	RIRC	1005
Crown Employees (NSW Department of Premier and Cabinet) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award	RIRC	1013
Crown Employees (Administrative and Clerical Officers - Salaries) Award	RIRC	1018
Crown Employees (Tipstaves to Justices) Award	RIRC	1024
Crown Employees (Sheriff's Officers) Award	RIRC	1052
Roads and Maritime Services School Crossing Supervisors Award 2019	VIRC	1058
Crown Employees (Chief Education Officers - Department of Education) Salaries and Conditions Award 2020	AIRC	1060
Crown Employees (Education Employees Department of Communities and Justice Corrective Services NSW) Award 2019	AIRC	1068
Independent Commission Against Corruption Award 2019	AIRC	1083
Sydney Cricket and Sports Ground Trust (Ground Staff) Enterprise Award 2019	AIRC	1114
Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2019-2020	AIRC	1132
Crown Employees (Correctional Officers, Department of Communities and Justice - Corrective Services NSW) Award	RIRC	1154
Crown Employees (Major and Community Events Reassignment) Award	RIRC	1173
Crown Employees (Rural Fire Service) Award	RIRC	1184
Transport Industry - Excavated Materials, Contract Determination	VCD	1201
Public Hospital Residential Services Assistants (State) Award 2018	VIRC	1203

Obsolete Awards —

Crown Employees (Independent Transport Safety Regulator) Award 2016		1204
Crown Employees (Rural Fire Service Major Incident Condition 2011) Interim Award		975

Enterprise Agreements Approved by the Industrial Relations Commission		976 1059
---	--	-------------