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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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## CONTENTS

Vol. 395, Part 7

20 October 2023

Pages 501 — 615

		Page
Awards and Determinations —		
Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2023	AIRC	501
Taronga Conservation Society Australia Wages Employees' Award 2023	AIRC	517
Crown Employees (Department of Planning and Environment) Sydney Olympic Park Authority Managed Sports Venues Award 2022	AR	556
Crown Employees (Household Staff - Department of Education) Wages and Conditions Award 2022	VIRC	589
Crown Employees (NSW Department of Premier and Cabinet) - Museum of Applied Arts and Sciences Electrical Preparators Award 2022	VIRC	591
Crown Employees (Security and General Services) Award 2022	VIRC	592
Crown Employees (Transport Drivers, &c.) Award 2022	VIRC	595
Crown Employees Wages Staff (Rates of Pay) Award 2022	VIRC	597
Farm Assistants (Department of Education) Wages and Conditions Award 2022	VIRC	612
Taronga Conservation Society Australia Retail and Restaurant Employees' Award 2022 - 2023	VIRC	614

## **CROWN EMPLOYEES (FIRE AND RESCUE NSW FIREFIGHTING STAFF DEATH AND DISABILITY) AWARD 2023**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 50173 & 45309 of 2023)

Before Commissioner McDonald

17 October 2023

### **AWARD**

#### **1. Introduction, Intentions and Commitments**

- 1.1 This Award shall be known as the "Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2023".
- 1.2 The intentions and commitments of this Award are to: -
  - 1.2.1 Promote firefighters' health and fitness and to assist firefighters in meeting the occupational requirements of their job.
  - 1.2.2 Provide practical support, education and assistance to firefighters through structured health and fitness programs.
  - 1.2.3 Provide rehabilitation and retraining for permanent firefighters suffering partial and permanent incapacity.
  - 1.2.4 Provide benefits in the event of the death or the termination of employment of permanently incapacitated firefighters.

#### **2. Index**

1. Introduction, Intentions and Commitments
2. Index
3. Definitions
4. Health Screening
5. Death and Disability Superannuation Fund
6. Contributions to the Death and Disability Superannuation Fund
7. Other Benefits Applicable to Firefighters
8. Medical Retirement
9. "On Duty" Death Benefits
10. "On Duty" Total and Permanent Incapacity Benefits
11. "Off Duty" Death and Total and Permanent Incapacity Benefits
12. Rehabilitation and Retraining for Permanent Firefighters who suffer Partial and Permanent Incapacity
13. Partial and Permanent Incapacity Benefits
14. Assessment of Entitlement to Benefits
15. Grievance Mechanism
16. Anti-Discrimination
17. Area, Incidence, Duration and Parties Bound

## Schedule 1 – 2022 Award Health Checks Provisions

**3. Definitions**

"actuary" means an actuary appointed by the Trustee of the Death and Disability Superannuation Fund.

"compulsory employer contributions" has the same meaning as it has in section 12(1) of the *First State Superannuation Act 1992*.

"Deemed annual salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Part C of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award multiplied by 52.1785.

"Deemed fortnightly salary" means the "Per Week" rate of pay of a Qualified Firefighter as set out at Table 1 of Part C of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award multiplied by 2.

"Death and Disability Superannuation Fund" means the superannuation fund established in accordance with this Award.

"Electricity Industry Superannuation Scheme" ("EISS") has the same meaning as it has in the *Superannuation Administration Act 1996*.

"FBEU" means the Fire Brigade Employees' Union of New South Wales.

"FRNSW" means Fire and Rescue New South Wales, established by the *Fire Brigades Act 1989* and as a Public Service Executive Agency under Schedule 1 of the *Government Sector Employment Act 2013*.

"firefighter" means either a permanent firefighter or a retained firefighter as defined in this clause.

"First State Superannuation Scheme" ("FSS") means the superannuation scheme established under the *First State Superannuation Act 1992*.

"Judges Pension Scheme" ("JPS") means the superannuation scheme established under the *Judges' Pensions Act 1953*.

"Local Government Superannuation Scheme" ("LGSS") has the same meaning as it has in the *Superannuation Administration Act 1996*.

"off duty injury" means any personal injury or disease which is not an on duty injury.

"on duty injury" means personal injury arising out of or in the course of employment as a firefighter and includes a disease which is contracted by a firefighter in the course of his/her employment as a firefighter and to which the employment was a contributing factor, and the aggravation, acceleration, exacerbation or deterioration of any disease, where his/her employment as a firefighter was a contributing factor to the aggravation, acceleration, exacerbation or deterioration but does not include a personal injury or disease arising out of or in the course of journeying to or from work subject to the proviso that a retained firefighter responding to an incident shall be considered to be on duty from the time of call.

"ordinary duties" means the full range of work that was usually performed by the firefighter immediately prior to suffering the condition, illness or injury that caused them to cease to perform, in whole or in part, such work.

"Parliamentary Contributory Superannuation Fund" ("PCSF") means the fund referred to in section 5 of the *Parliamentary Contributory Superannuation Act 1971*.

"partial and permanent incapacity" means that a firefighter is no longer fit to carry out the full range of his/her ordinary duties with FRNSW.

"PBRI" means the Police Blue Ribbon Insurance arrangements established under the Police Amendment (Death and Disability) Regulation 2011.

"permanent firefighter" has the same meaning as 'employee' under the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award.

"Police Superannuation Scheme" ("PSS") means the superannuation scheme established under the *Police Regulation (Superannuation) Act 1906*.

"retained firefighter" has the same meaning as 'employee' under the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award.

"spouse" means a person who falls within the definition of "spouse" or "de facto partner" in the *Superannuation Act 1916*.

"State Authorities Non-contributory Superannuation Scheme" ("SANCS") means the superannuation scheme established under the *State Authorities Non-contributory Superannuation Act 1987*.

"State Authorities Superannuation Scheme" ("SASS") means the superannuation scheme established under the *State Authorities Superannuation Act 1987*.

"State Superannuation Scheme" ("SSS") means the superannuation scheme established under the *Superannuation Act 1916*.

"total and permanent incapacity" means that the firefighter is unlikely, by reason of ill-health (whether physical or mental) to ever again engage in gainful employment for which the firefighter is reasonably qualified by education, training or experience.

#### **4. Health Screening**

- 4.1 The parties agree and accept the need for a non-compulsory and non-punitive health screening program that is underpinned by practical support, education and assistance provided by FRNSW.
- 4.2 The parties agree that the Health Screening Program will be in accordance with clause 58 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) 2023 Award for permanent firefighters and clause 52 of the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2023 for retained firefighters.
- 4.3 The Health Screening program referenced in subclause 4.2 will replace the current Health Checks system provided for under this Award and will operate for a trial basis for 36 months commencing on a date to be agreed between FRNSW and FBEU. The current clauses relating to Health Checks (as contained at clause 8 and Annexure A of the Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability Award 2022 and replicated at Schedule 1 of this Award) will have no application (with the exception of that provided for by clauses 8.1 (c), 14.1 and Fitness Drills at 8 a) and b) of Annexure A of Schedule 1) until the expiry of the 36 month trial period at which point they will either be removed from the Award by consent of the parties or become re-operative, following consultation between the parties in accordance with clause 9 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) 2023 Award and clause 8 of the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2023.

#### **5. Death and Disability Superannuation Fund**

- 5.1 FRNSW will maintain, with the agreement of the FBEU, a Death and Disability Superannuation Fund to pay the benefits prescribed by clauses 9, 10 and 11 of this Award. The Fund shall operate in accordance with relevant Commonwealth legislation and the terms of the trust deed by which it is created.
- 5.2 The terms of the trust deed by which the Death and Disability Superannuation Fund is created shall provide that the Trustee of the Death and Disability Superannuation Fund is required to reduce the benefits otherwise payable from the said fund so as to offset any benefits prescribed by this Award that have previously been paid from the Death and Disability Superannuation Fund or by FRNSW pursuant to this Award.

## 6. Contributions to the Death and Disability Superannuation Fund

- 6.1 Subject to subclause 6.2, permanent firefighters who are less than 67 years of age and who are covered by FSS or who are contributors to SASS or who have elected under section 10 of the *First State Superannuation Act 1992* to make other arrangements shall each fortnight contribute an amount equivalent to 0.8 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund.
- 6.2 Permanent firefighters who contribute to SASS and who contribute for additional benefit cover shall within three months of commencing employment make an election on a "once only" basis, whether they wish to contribute to the Death and Disability Superannuation Fund. Permanent firefighters who elect to not contribute to the Death and Disability Superannuation Fund shall not be eligible to receive a pension or lump sum payment prescribed by this Award.
- 6.3 The contributions prescribed by this Award in relation to permanent firefighters who are contributors to SASS are additional to the contributions that they are required to make under the *State Authorities Superannuation Act 1987*.
- 6.4 Notwithstanding the provisions of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award and the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award, a firefighter who is required or elects to make contributions pursuant to this clause will do so by sacrificing an amount of unearned salary equivalent to the firefighter's contribution pursuant to this clause, unless they elect to contribute from their post-tax salary. Such salary sacrifice shall not be taken into account for the purpose of calculating the remuneration that the firefighter would have received in the event that no salary sacrifice had been applicable.
- 6.5 Subject to subclause 6.6, FRNSW shall each fortnight contribute an amount equivalent to 0.5 per cent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund in respect of each retained firefighter who is less than 67 years of age.
- 6.6 FRNSW shall each fortnight contribute an amount equivalent to 0.2 percent of the Deemed fortnightly salary to the Death and Disability Superannuation Fund in respect of each retained firefighter who is less than 67 years of age and who, by virtue of their primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF, PBRI or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover.
- 6.7 FRNSW shall contribute to the Death and Disability Superannuation Fund such sum as may be necessary to meet any shortfall between the Fund's reserves and that sum that it needs in order to pay the superannuation pensions and superannuation lump sum benefits prescribed by this Award (or past Awards).
- 6.8 A firefighter on any form of leave without pay shall continue to be covered by this Award and shall be required to make the contributions that he/she would otherwise have made had he/she not been on leave without pay.
- 6.9 FRNSW shall each fortnight deduct the contributions that firefighters are required or elect to make pursuant to this clause from their salaries and forward such contributions together with the contributions that FRNSW is required to make in respect of retained firefighters to the Death and Disability Superannuation Fund.

## 7. Other Benefits Applicable to Firefighters

- 7.1 The benefits conferred upon firefighters by this Award shall be in addition to those benefits otherwise payable under the FSS Scheme, the SASS scheme and/or the *Workers Compensation Act 1987* and *Workplace Injury Management and Workers Compensation Act 1998*, as varied from time to time.

## 8. Medical Retirement

8.1 A firefighter who has either:

- (a) been directed to access their benefits under this Award by FRNSW in accordance with clause 58 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) Award and Clause 52 of the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award; and/or
- (b) has reason, supported by medical information, to believe that they may be unfit for duty, permanently or otherwise;

can access the benefits provided for under clause 10, 11 and 13 of this Award.

- (c) Where FRNSW disagrees with the medical information at subclause 8.1 (b) above, Clause 8 at Schedule 1 will apply.

## 9. "On Duty" Death Benefits

9.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.

9.2 In the event that an on duty injury results in the death of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a fortnightly pension equivalent to 40% of the Deemed fortnightly salary shall be paid to the deceased firefighter's spouse until that spouse's death.

9.3 Children's pensions shall be payable in addition to the spouse pension payable under subclause 9.2 on the same basis as in SSS, provided that such fortnightly pensions shall be set at a rate equivalent to 5% of the Deemed fortnightly salary in respect of each eligible child.

9.4 Pensions shall be able to be commuted on the same basis as in SSS.

9.5 The provisions of the other subclauses of this clause shall not apply in the event that an on duty injury results in the death of a firefighter who does not have a spouse at the time of his or her death. In such cases, the firefighter's death shall, for the purposes of this Award, be treated as if it was the result of an off duty injury and a lump sum payment shall be paid from the Death and Disability Superannuation Fund in accordance with the following table.

Age	Benefit as a multiple of the Deemed Annual Salary
59 and under	4.8
60	4.2
61	3.6
62	3.0
63	2.4
64	1.8
65	1.2
66	0.6
67	0.0

9.6 A minimum guaranteed lump sum benefit is payable in the same circumstances as prescribed in section 31A of the *Superannuation Act* 1916, but the "minimum benefit" as defined in section 31A(7) will not apply and for the purposes of this Award the minimum benefit shall be the amount that would have been payable under subclause 9.5 had the firefighter not had a spouse at the time of the firefighter's death.

9.7 The fortnightly pensions payable under this clause shall continue to be adjusted throughout the life of each such pension in line with movements in the Deemed salary.

9.8 In the case of a retained firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffers death as the result of an on duty injury and who,

by virtue of his/her primary employment, was already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who was a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who was a SASS member with additional benefit cover, the other benefits of this clause shall not be payable and a lump sum benefit equivalent to 20% of the Deemed annual salary shall instead be paid to the deceased retained firefighter's estate.

#### **10. "On Duty" Total and Permanent Incapacity Benefits**

- 10.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 10.2 In the event that an on duty injury results in the total and permanent incapacity of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a fortnightly pension equivalent to 60% of the Deemed fortnightly salary shall be paid to the firefighter until his or her 67th birthday or death (whichever the earlier).
- 10.3 Pensions shall be able to be commuted at age 60 or any time thereafter, with the commuted lump sum to be determined in accordance with the table at subclause 9.5.
- 10.4 Where a former firefighter in receipt of a total and permanent incapacity pension suffers death prior to his or her 67th birthday then a lump sum amount determined in accordance with clause 11 shall be paid to the deceased former firefighter's estate.
- 10.5 To avoid doubt, the lump sum payments under subclauses 10.3 and 10.4 shall be determined by the former firefighter's age at the time of commutation or death, as the case may be, and not their medical retirement
- 10.6 The fortnightly pensions payable under this clause shall continue to be adjusted throughout the life of each such pension in line with movements in the Deemed salary
- 10.7 In the case of a retained firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffers total and permanent incapacity as the result of an on duty injury and who, by virtue of his/her primary employment, is already a member of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who is a LGSS or EISS Division B "Retirement Scheme" member with additional benefit cover or who is a SASS member with additional benefit cover, the other benefits of this clause shall not be payable and the retained firefighter shall instead be paid a lump sum benefit equivalent to 20% of the Deemed annual salary.

#### **11. "Off Duty" Death and Total and Permanent Incapacity Benefits**

- 11.1 The benefits prescribed by this clause are payable from the Death and Disability Superannuation Fund.
- 11.2 Subject to subclause 11.4, in the event that an off duty injury results in the death or total and permanent incapacity of a firefighter for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.1 or 6.5, a lump sum payment in accordance with the scale set out in subclause 11.3 shall be paid to the firefighter or his/her estate.
- 11.3 For the purposes of this subclause, a firefighter's age shall be his/her age at the time of his/her death or at the date that he/she ceases to be employed by FRNSW or at such earlier date as may be determined by the Trustee of the Death and Disability Superannuation Fund.

Age	Benefit as a multiple of the Deemed Annual Salary
59 and under	4.8
60	4.2
61	3.6
62	3.0
63	2.4
64	1.8



65	1.2
66	0.6
67	0.0

- 11.4 The actuary shall separately review and assess the cost of the benefits provided by this Award for both permanent firefighters and retained firefighters by 30 June each year. In the event that the actuary's review finds that the long-term cost of the off duty benefits provided by this clause for either employee group exceeds both (a), the long-term contributions to be made by that employee group, and (b), 30% of the long-term combined cost of the benefits provided clauses 9, 10 and 11 for that employee group, then the scale at subclause 11.3 shall be reduced for that employee group on 1 January next to the extent necessary to ensure that the long-term cost of the off duty benefits for that employee group no longer exceeds either (a) or (b). Once the scale is reduced for an employee group it shall remain subject to annual adjustment, both upwards and downwards as each review permits, until such time as the scale at subclause 11.3 is returned to provided that where any adjustment would be less than 5% then no adjustment will be made.
- 11.5 Retained firefighters for whom the Death and Disability Superannuation Fund is receiving contributions pursuant to subclause 6.6 and who suffer death or total incapacity as the result of an off duty injury and who, by virtue of their primary employment, are already members of SSS, PSS, the LGSS or EISS Division D "Defined Benefit Scheme", the JPS, PCSF (or such other public sector defined benefit schemes as agreed between the parties), PBRI or who are LGSS or EISS Division B "Retirement Scheme" members with additional benefit cover or who are SASS members with additional benefit cover shall not be entitled to the other benefits of this clause and a lump sum benefit equivalent to 20% of the Deemed annual salary shall instead be paid to such retained firefighters or their estate.

## **12. Rehabilitation and Retraining for Permanent Firefighters Who Suffer Partial and Permanent Incapacity**

- 12.1 Every permanent firefighter who suffers partial and permanent incapacity (PPI) shall receive extensive rehabilitation/retraining with the objective placing them in a suitable position within FRNSW. All reasonable efforts will be made by FRNSW to ensure that a permanent firefighter who suffers PPI is so placed, including by identifying potential employment opportunities as soon as practicable and directing the firefighter's rehabilitation/retraining to that end, and in consultation with the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed).
- 12.2 Where FRNSW believes that, notwithstanding every reasonable effort to the contrary, a suitable position may not be found for a permanent firefighter who, by reason of PPI, is undergoing rehabilitation/retraining, the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) shall be informed at the earliest possible opportunity.
- 12.3 The employment of a permanent firefighter who suffers PPI will not be terminated because of the lack of a suitable position within FRNSW without the firefighter's consent. In the event that the firefighter does not consent, an adequate opportunity will be given to the firefighter concerned and the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) to consider FRNSW's opinion that no suitable position is available and to put that opinion into dispute in accordance with the dispute resolution clause in this Award.
- 12.4 The parties agree that it is anticipated that the rehabilitation/retraining and associated forward planning associated will minimise the likelihood that any permanent firefighter who suffers PPI will be terminated because at the end of their rehabilitation/retraining, a suitable position is not available.

## **13. Partial and Permanent Incapacity Benefits**

- 13.1 The partial and permanent incapacity benefits prescribed by this clause are provided and payable by FRNSW.
- 13.2 FRNSW may terminate the employment of a firefighter who suffers partial and permanent incapacity. Subject to subclause 13.3, a firefighter whose employment is terminated because the firefighter suffers partial and permanent incapacity shall be given the option of:

13.2.1 being paid a lump sum payment in accordance with this clause immediately upon termination; or

13.2.2 deferring a lump sum payment in accordance with this clause pending the determination of the firefighter's claim for a total and permanent incapacity benefit.

- 13.3 Subject to paragraph 13.2.2, a firefighter whose employment is terminated because the firefighter suffers partial and permanent incapacity shall be paid a lump sum payment in accordance with the scale set out below:

Age	Benefit as a multiple of the Deemed Annual Salary	
	for permanent firefighters	for retained firefighters
52 and under	3.08	0.308
53	2.81	0.281
54	2.53	0.253
55	2.25	0.225
56	1.95	0.195
57	1.65	0.165
58	1.34	0.134
59	1.02	0.102
60	0.69	0.069
61	0.35	0.035
62	0	0

#### 14. Assessment of Entitlement to Benefits

- 14.1 Entitlement to the partial and permanent incapacity benefits provided by FRNSW pursuant to this Award shall be assessed through the mechanism provided for in the provisions contained at Schedule 1 of this Award titled "Clause 8. Assessment of Fitness for Duty and Permanent Incapacity".
- 14.2 Entitlement to receive a total and permanent incapacity or death benefit from the Death and Disability Superannuation Fund shall be assessed in accordance with relevant Commonwealth legislation and the terms of the trust deed by which the Fund operates.
- 14.3 To avoid doubt, a firefighter can receive either a total and permanent incapacity benefit, or a partial and permanent incapacity benefit, but not both. FRNSW shall advise the Death and Disability Fund the name of any firefighter who receives a partial and permanent incapacity lump sum payment, and of the amount so paid.
- 14.4 Subject to subclause 14.2, any dispute as to the entitlement to receive a benefit from the Death and Disability Superannuation Fund or any other dispute arising under or regarding the application of this Award may be referred to the Industrial Relations Commission of New South Wales for final determination.
- 14.5 To avoid doubt, the provision at subclauses 12.1, 12.2 and 12.3 whereby the FBEU is to be informed "unless the firefighter expressly declines to agree to the FBEU being informed" is intended to allow the firefighter to seek the FBEU's advice before authorising or agreeing to any course of action or signing any document associated with those subclauses and unless the firefighter does expressly decline to agree to the FBEU being informed then FRNSW will neither expect nor allow a firefighter to authorise or agree to any course of action nor sign any document associated with their rehabilitation/retraining or possible termination until such time as the FBEU has been notified in writing and been given adequate opportunity to confer with the firefighter.

#### 15. Grievance Mechanism

- 15.1 If an issue gives rise to a dispute it shall be dealt with in accordance with the Dispute Procedure in clause 10 of the Crown Employees (Fire and Rescue NSW Permanent Firefighting Staff) 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 clause 15 of this Award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make an application to vary any provision of this Award, which by its terms or operation, has direct or indirect discriminatory effect.
- 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 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*; and/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 legislation referred to in this clause.

## 17. Area, Incidence, Duration and Parties Bound

- 17.1 This Award shall apply to all permanent firefighters and retained firefighters, as defined in clause 3, Definitions, who are employed by FRNSW.
- 17.2 This Award shall rescind and replace the Crown Employees (Fire and Rescue NSW Firefighting Staff Death and Disability) Award 2022.
- 17.3 This Award shall be binding upon the FBEU and FRNSW.
- 17.4 This Award shall take effect on and from 26 February 2023 and shall remain in force until 25 February 2024.

## Schedule 1 – 2022 Award Health Checks Provisions

### Clause 8. Assessment of Fitness for Duty and Permanent Incapacity

- 8.1. The procedures set out at subclauses 8.2 to 8.5 inclusive will apply if:
- 8.1.1 FRNSW has reason to believe that:
- 8.1.1.1 a firefighter may be unfit for duty, permanently or otherwise, and that firefighter disagrees; or
- 8.1.1.2 it may be necessary to impose certain medical/physical conditions or restrictions on a firefighter, permanently or otherwise, and that firefighter disagrees with the need for some or all such conditions or restrictions; or
- 8.1.2 A firefighter has reason, supported by medical information, to believe that:
- 8.1.2.1 the firefighter may be unfit for duty, permanently or otherwise, and FRNSW disagrees; or

- 8.1.2.2 it may be necessary to impose certain medical/physical conditions or restrictions on the firefighter, permanently or otherwise, and FRNSW disagrees with the need for some or all such conditions or restrictions; or
- 8.1.3 A firefighter has already been assessed as defined at paragraphs 8.6.2, 8.6.3 or 8.6.4 and subsequently obtains more contemporary information which suggests that they may be fit or that their requirements or restrictions should be changed, and FRNSW disagrees.
- 8.2 If the medical assessment is initiated by FRNSW at subclause 8.1.1 then FRNSW will advise the firefighter in writing of their need to undergo an immediate health assessment by a medical practitioner nominated by FRNSW, and its reason(s) for such referral.
- 8.3
- 8.3.1 If FRNSW believes at any point in time that a permanent firefighter's condition is such that by remaining on-duty he/she may endanger themselves, their colleagues or the public, FRNSW will, having regard to the firefighter's circumstances, either assign appropriate alternative duties for the firefighter or direct the firefighter on special leave (which is not to be deducted from any of the firefighter's leave balances) pending the determination of their condition in accordance with this clause. A permanent firefighter who is stood down from their ordinary duties in accordance with this subclause will continue to receive their ordinary pay until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this Clause, or the assessing medical practitioner reports pursuant to subclause 8.6. To avoid doubt, a permanent firefighter's ordinary pay shall be the pay to which the permanent firefighter would have been entitled had they been on sick leave.
- 8.3.2 Subject to paragraph 8.3.3, if FRNSW believes at any point in time that a retained firefighter's condition is such that by continuing to attend emergency incidents he/she may endanger themselves, their colleagues or the public, FRNSW will allow the firefighter to respond to their station, but not the incident, for all calls received by their brigade, and to attend all drills pending the determination of their condition in accordance with this clause. A retained firefighter who is placed on non-response duties in accordance with this subclause will continue to be permitted to - 6 - attend the station for calls and drills until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this clause, or the assessing medical practitioner reports pursuant to subclause 8.6.
- 8.3.3 If FRNSW believes at any point in time that a retained firefighter's condition is such that by continuing to attend the station he/she may endanger themselves, their colleagues or the public, FRNSW will direct the firefighter to not attend their station pending the determination of their condition in accordance with this clause. A retained firefighter who is excluded from their station in accordance with this subclause will be paid a fortnightly amount equivalent to the retained firefighter's highest fortnightly pay within the three month period immediately prior to their exclusion, and such payment shall continue until such date as the Industrial Relations Commission determines that the firefighter has failed to cooperate with the reasonable directions of FRNSW under this clause, or the assessing medical practitioner reports pursuant to subclause 8.6.
- 8.4 Whether the medical assessment is initiated by FRNSW at paragraph 8.1.1 or a firefighter at paragraph 8.1.2, FRNSW will arrange for a reasonable appointment for the firefighter as soon as possible, if not with FRNSW's preferred medical practitioner then with some other suitable medical practitioner, and will notify both the firefighter and the assessing medical practitioner in writing setting out:
- 8.4.1 the time, date and location of the appointment;
- 8.4.2 the inherent requirements of the firefighter's ordinary duties and the firefighter's typical work environment(s);
- 8.4.3 the health-related issue(s), if any, which FRNSW believes may be affecting work performance;

- 8.4.4 the manner in which it is believed work performance has been/is being and/or may be affected, including evidence where available;
- 8.4.5 any specific question(s) from FRNSW. It will not be sufficient to simply request an assessment of a firefighter's "fitness to continue" or assume such question(s) would be inferred by the assessing medical practitioner from the general background information provided; and
- 8.4.6 a summary of all relevant documents in checklist format.
- 8.5 The assessing medical practitioner should take into account any and all relevant material supplied by FRNSW, the firefighter and/or the firefighter's own medical practitioner(s). FRNSW will ensure that any material provided to the assessing medical practitioner will at the same time also be provided to the firefighter and/or the medical practitioner(s) nominated by the firefighter.
- 8.6 The assessing medical practitioner's report, which will be in writing and provided to both FRNSW and the firefighter, should conclude that the firefighter is, in that medical practitioner's opinion, either:
- 8.6.1 fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
- 8.6.2 fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
- 8.6.3 temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
- 8.6.4 temporarily unfit to perform any FRNSW duties; or
- 8.6.5 permanently unfit to perform the firefighter's ordinary duties.
- 8.7 FRNSW will write to the firefighter within 7 days of receipt of the assessing medical practitioner's report stating that it has either:
- 8.7.1 wholly accepted the assessing medical practitioner's report; or
- 8.7.2 partially accepted the assessing medical practitioner's report, together with the reason(s) for its non-acceptance of the relevant part(s); or
- 8.7.3 accepted none of the assessing medical practitioner's report and its reasons for same.
- 8.8 If the FRNSW determination at subclause 8.7 is that the firefighter is permanently unfit to perform the firefighter's ordinary duties then the firefighter shall be deemed for the purposes of this Award to have suffered partial and permanent incapacity until determined otherwise in accordance with this clause. FRNSW shall inform the FBEU (unless the firefighter expressly declines to agree to the FBEU being informed) at the earliest possible opportunity.
- 8.9 A firefighter may request by way of report that the Commissioner review the FRNSW determination at subclause 8.7 within 14 days of receipt of that written determination or within 7 days of the Department having informed the FBEU, whichever is the later. A firefighter who makes such a request shall then be allowed 28 days, or such additional time as the Commissioner may allow, in order for a medical practitioner of the firefighter's choosing to:
- 8.9.1 review all previous reports and documentation relating to the matter; and
- 8.9.2 confer with a FRNSW-nominated medical practitioner with a view to maximising the areas of agreement and minimising any areas of disagreement between them. In order to facilitate such conferences, FRNSW and the firefighter must, by no later than close of business on the next working day following the firefighter's request for a review, exchange the contact details of their respective nominated medical practitioners and in the case of the firefighter, written authorisation for their nominated medical practitioner to discuss their medical information with the FRNSW nominated medical practitioner; and

- 8.9.3 produce a report (and, if the FRNSW-nominated medical practitioner is agreeable, a joint report) of their conclusions.
- 8.9.4 The Commissioner will consider all previous reports and documentation relating to the matter, together with any additional information (including the medical practitioner's report at paragraph 8.9.3) submitted by the firefighter and will within 14 days supply the firefighter concerned with a written and final FRNSW determination of the matter.
- 8.10 If the firefighter does not agree with the Commissioner's determination at subclause 8.9 then the matter may be referred to the Industrial Relations Commission (the Commission) for final determination of the matter, i.e. whether the firefighter is;
- 8.10.1 fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
- 8.10.2 fit to perform the firefighter's ordinary duties with specified requirements or restrictions; or
- 8.10.3 temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
- 8.10.4 temporarily unfit to perform any FRNSW duties; or
- 8.10.5 permanently unfit to perform the firefighter's ordinary duties.
- 8.11 Where a dispute cannot be settled by conciliation, the parties agree in principle that the preferred method of adjudication will be by the Commission utilising the 'Bluescope model'. The 'Bluescope model' will be adopted except where the Commission orders otherwise or where one of the parties elects not to use the Bluescope model and notifies the other party of this election as soon as practicable before or at the time the dispute is notified to the Commission.
- 8.12 A firefighter who is found to be temporarily unfit as per paragraphs 8.6.3 or 8.6.4 or 8.10.3 or 8.10.4 will be given the appropriate period of time, as advised by the assessing medical practitioner, necessary for the firefighter to return to their ordinary duties.
- 8.13 A firefighter who fails to return to their ordinary duties within the appropriate period of time, or within six months from the date they last performed their ordinary duties or previous assessment (whichever occurs first) will be referred for medical re-assessment.
- 8.14 FRNSW will bear the cost of any assessment conducted by a medical practitioner pursuant to subclauses 8.4, 8.5 and 8.6, and of any independent assessment conducted at subclause 8.13, provided that in the case of any review conducted at subclauses 8.8 and 8.9 (only), the firefighter and FRNSW will each be responsible for the costs of their own nominated medical practitioner.
- 8.15 A firefighter who fails to comply with a reasonable direction to attend and participate in a medical assessment under this mechanism may be subject to disciplinary action.
- 8.16 A firefighter who has been determined as suffering partial and permanent incapacity may at any time elect to be assessed by the Death and Disability Superannuation Fund for total and permanent incapacity, in which case FRNSW will make all reasonable efforts to assist the Fund in concluding such assessment as soon as practicable.
- 8.17 The employment of a firefighter who is determined as suffering partial and permanent incapacity will be terminated in accordance with clause 13, or otherwise upon such firefighter's consent or request.

## ANNEXURE A

### Principles and Procedures of the Firefighters' Health and Fitness Program

## 1. Objectives

- To promote the health and fitness of firefighters and to assist them in meeting the occupational requirements of their job.
- To provide practical support, education and assistance to firefighters through a structured health and fitness program.

## 2. Benefits for the firefighter

- A compulsory health assessment as recommended for the firefighter on medical advice.
- A comprehensive individual report.
- Access to individual health and fitness counselling sessions.
- Access to health and fitness resource materials.
- Identification of negative lifestyle habits and risks.
- Identification of some medical conditions.
- Early intervention and management of medical conditions.
- Health statistics over the lifetime of career as a firefighter.
- Decreased risk of death, injury or disability from disease.
- Increased ability to cope with the physical and emotional stresses of firefighter duties.
- Heightened job performance and satisfaction.

## 3. General benefits for the employer

Supplementary to saving lives, improving performance and achieving compliance with Workplace Health and Safety legislation and Australian and international standards, it is anticipated that the health and fitness program will make a significant positive contribution to:

- the number and cost of worker's compensation and death and disability claims.
- payroll costs due to sick or injured workers.
- identification of negative health factors (work-related or other) for FRNSW.

## 4. Outcomes

- A healthy and fit workforce.
- Increased capacity to cope with the physical and psychological demands of firefighting.
- Decreased risk of injury, illness and disease, leading to a reduction in the number and cost of health related absences, workers compensation claims/premiums and Death and Disability claims.
- Compliance with relevant Work Health and Safety legislation and Australian Standards.
- Identification and analysis of trends for the purpose of developing firefighter specific health and safety interventions.

## 5. Focus Areas

- Support Program - Introduction of a comprehensive program designed to support firefighters in their efforts to improve personal health outcomes.
- Health and fitness checks - Introduction of a firefighter-specific health assessment program designed to identify significant health issues.

## 6. Principles

- Broad consultation with all stakeholders in the development and delivery of programs is critical to success.
- Collaboration with international, national and state initiatives is essential for a sustained and systematic approach to health promotion and injury/disease prevention.
- Linking relevant programs and taking a comprehensive/holistic approach to health promotion and injury/disease prevention will provide maximum impact.

- Long term ‘capacity building’ will prolong and multiply health gains for both firefighters and FRNSW.

## 7. Key Strategies

### Infrastructure

Develop the physical and organisational infrastructure needed to implement program components. This includes support structure (e.g. health/fitness and return to work professionals), related systems and procedures (e.g. data management, pathways for rehabilitation), resources (e.g. educational materials).

### Education

Increase awareness and understanding of general and firefighter-specific health issues and provide the necessary skills to take ownership of personal health outcomes. Focus on physical activity, nutrition, smoking cessation, occupational and environmental exposures, and critical incident stress as they relate to firefighter performance, mental health, injury prevention and chronic disease development (cardiovascular disease, cancer, diabetes, etc.).

### Environments

Create work environments that promote and encourage healthy lifestyle behaviours (a ‘healthy’ organisational culture). Focus on provision of healthy lifestyle education.

### Monitoring/Evaluation

Monitor health and fitness outcomes over time to determine efficacy of programs. Including broad surveys of lifestyle changes (e.g. physical activity patterns), monitoring of injury and illness trends, participation rates for health and fitness activities, and periodic health assessment and ‘Return to Work’ program outcomes.

## 8. Health Checks and Fitness Drills

### Fitness Drills

- (a) The health and fitness program will include a compulsory fitness drill, commencing in January 2018, for all firefighters who may be called upon to perform operational firefighting duties in order to enhance their personal understanding of their functional capacity. The compulsory fitness drill will be subject to negotiation and agreement or, in the absence of agreement, determination by the Industrial Relations Commission (and the status quo will apply in the interim), but will be undertaken annually, locally and when on duty by not less than two firefighters utilising readily available operational equipment.
- (b) The annual fitness drill for retained firefighters will be considered and paid for as if it is a regular drill provided that attendance at the fitness drill will not count towards the 75% regular drill attendance requirement of subclause 23.1.2 of the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2023 and will be additional to the two regular drills per station, per month provision of subclause 13.10.2 of the Crown Employees (Fire and Rescue NSW Retained Firefighting Staff) Award 2023.

### Health Checks

- (c) The health and fitness program will also include regular health checks for firefighters by the firefighter’s nominated medical practitioner in accordance with a health check pack, which will be subject to negotiation and in the event that the parties do not agree, determination by the Industrial Relations Commission, which must occur prior to 31 March 2018. Following implementation, the health check pack will remain subject to negotiation and agreement and it will be open to either party to refer any matter that is not agreed to the Industrial Relations Commission for determination and the status quo will apply in the interim. The health check pack will include the inherent requirements of the firefighter’s ordinary duties and the firefighter’s



typical work environment(s), a template medical report and the tests to be conducted as part of the health check.

- (d) The implementation of the health and fitness checks will help to ensure:
- that firefighters are medically and physically capable of performing their required duties;
  - that the risk of injury or illness is reduced through constant monitoring of health trends and the implementation of focussed health interventions;
  - that FRNSW satisfies its statutory obligations under all relevant legislation;
  - the provision of current and accurate health/medical information for the purposes of resource allocation and planning.
- (e) The health checks will include:
- Medical examination (primary focus on cardiovascular, respiratory and musculoskeletal systems);
  - Pathology testing (general health markers; e.g. lipid profile, blood glucose level);
  - Urinalysis;
  - Twelve lead ECG;
  - Cardiac Risk Profile (risk score based on Framingham study);
  - Spirometry (lung function), if recommended by the firefighter's nominated medical practitioner;
  - Vision;
  - Audiometry (hearing), if recommended by the firefighter's nominated medical practitioner;
  - Other medical assessments as indicated.
- (f) The health checks (which will commence not prior to 31 January 2019 and in respect of any commencement date, upon four weeks formal advance notice to the FBEU) will be arranged and undertaken by each firefighter within the twelve month period following their fourth anniversary of employment, and again within the twelve month period following their ninth anniversary of employment, and so on, so that health checks are undertaken at least once every five years up until the age of 60, at which age health checks will then be arranged and undertaken by each firefighter no more than three years after their last health check until the age of 67, at which age health checks will then be arranged and undertaken by each firefighter annually.
- (g) The pathology tests, urinalysis and 12 lead ECG testing will all be undertaken on referral by the independent occupational physician prior to the health check, which will then be conducted by a local medical practitioner nominated by the firefighter having regard to the most reasonable option in terms of practicality and cost. A nominated medical practitioner who recommends spirometry and/or audiometry testing but, is unable to conduct such test(s), may refer the firefighter. FRNSW will ensure that the health checks (including spirometry and audiometry referrals) and any consequent referrals required by FRNSW will be arranged and conducted without any cost to the firefighter.
- (h) Firefighters who attend a health check while off duty will be compensated for their attendance and travel expenses by way of a payment equivalent to 4% of the Award's deemed fortnightly salary for each such attendance, and unless transport is provided by FRNSW, payment at the Official Business rate for the actual return distance necessarily and reasonably travelled between the firefighter's normal residence or place of work and the location(s) of each health check.
- (i) The firefighter's nominated medical practitioner will forward their report on the firefighter's health check, together with the results, to both the firefighter and the independent occupational physician nominated by FRNSW. The independent occupational physician will in turn review the firefighter's health check results against the firefighters' health and fitness standard and the nominated medical practitioner's report and advise FRNSW that the firefighter is:
- fit to perform the firefighter's ordinary duties without any requirements or restrictions; or
  - fit to perform the firefighter's ordinary duties with specified requirements or restrictions;
- or

- temporarily unfit to perform the firefighter's ordinary duties but fit to perform alternative duties, either with or without specified requirements or restrictions; or
  - temporarily unfit to perform any FRNSW duties; or
  - permanently unfit to perform the firefighter's ordinary duties.
- (j) The independent occupational physician will provide no other information or advice to FRNSW concerning the firefighter's health and fitness without the firefighter's consent apart from such information regarding the specified requirements or restrictions as, in the professional opinion of the independent occupational physician, is necessary for the safe management of the firefighter. If the firefighter disagrees with the independent occupational physician's advice to FRNSW, then it will be open to the firefighter to seek a determination of their fitness for duty under clause 8.
- (k) Where a medical issue is identified during a health check, the health risk will be assessed against the inherent requirements of the firefighter's job (safety critical).
- (l) The results of the health checks will be collected and collated by an agreed independent third party and provided to both parties to allow them to assess and respond to firefighters' health risks.
- (m) FRNSW will not cover the cost of treatment for non-compensable injuries or illness. The treatment cost associated with compensable injuries or illness will be addressed through the Workers' Compensation system.

J. McDONALD, *Commissioner*

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# TARONGA CONSERVATION SOCIETY AUSTRALIA WAGES EMPLOYEES' AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 321929 of 2023)

Before Commissioner Webster

11 October 2023

## AWARD

### 1. Title

The Award is called the Taronga Conservation Society Australia Wages Employees' Award 2023.

### 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.	Dealing with Misconduct
14.	Dealing with Unsatisfactory Performance
15.	Leave
16.	TZ Cleaner, Security, Guest Experience and Sky Safari- Special Conditions
17.	Wage Increases and Wage Rates
18.	Payment of Wages
19.	Wage Sacrifice for Superannuation
20.	Classification Requirements
21.	Appointment and Progression
22.	Allowances
23.	Insurance of Tools
24.	Rosters
25.	Ordinary Hours of Work
26.	Rest Period
27.	Shift Loadings
28.	Overtime
29.	Call Back
30.	Starting and Finishing Work
31.	Annual Leave
32.	Annual Leave Loading
33.	Public Holidays and Picnic Days

34. Uniforms, Personal Protective Clothing and Equipment
35. Secure Employment
36. Contractors and Volunteers
37. Anti-discrimination
38. Delegates and Trade Union Activities

Schedule 1 - Wage Rates (Weekly)

Schedule 2 - Allowances

Appendix A - Classifications

Appendix B - Leave Provisions

### 3. Definitions

"Award" means the Taronga Conservation Society Australia Wages Employees' Award 2023.

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

"Employer" means the Department of Planning and Environment (DPE) as defined in Schedule 1 to the *Government Sector Employment Act 2013*.

"Employee" means a person employed in the DPE at Taronga Conservation Society Australia (Taronga) within the scope of this Award.

"Tradesperson" means a skilled worker engaged in a trade as defined by NSW Fair Trading.

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

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

"Union/s" means;

United Workers' Union, New South Wales Branch;

The Australian Workers' Union, New South Wales;

The New South Wales Plumbers and Gasfitters Employees' Union;

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

Electrical Trades Union of Australia, New South Wales Branch;

Transport Workers' Union of Australia, New South Wales.

### 4. Application

4.1 The parties to the Award are Taronga and the Unions.

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 Taronga in the classifications of: Apprentice; TZ Labourer/Driver/Operator; TZ Labourer/Driver/Operator (Leading Hand); TWPZ Labourer; TWPZ Labourer (Leading Hand); Water Systems Operator; Water Systems Operator (Leading Hand); TZ Tradesperson; TZ Tradesperson (Leading Hand); TZ Tradesperson - Plumber; TZ Tradesperson - Plumber (Leading Hand); Tradesperson - Electrician; Tradesperson - Electrician (Leading Hand); TWPZ Tradesperson; TWPZ Tradesperson - Leading Hand; TWPZ Tradesperson - Plumber; TWPZ Tradesperson - Leading Hand; Senior Technician/Trades Specialist; Works and Trades Supervisor; Sky Safari Attendant; Sky Safari Operator; Senior Sky Safari Operator; Cleaner; Cleaner (Leading Hand); Cleaning Supervisor; Guest Experience Attendant; Guest Experience Officer; Guest Experience

Coordinator; Gatekeeper; Security Officer; Senior Security Officer; Assistant Security Manager and Security Manager.

- 4.3 The Award will regulate the terms and conditions of employment which were previously regulated by the Taronga Conservation Society Australia Wages Employees' Award 2022.
- 4.4 There will 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. This includes but is not limited to, quarterly Joint Consultative Committee meetings.

### **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 2023 and will remain in force until 30 June 2024, and rescinds and replaces the Taronga Conservation Society Australia Wages Employees' Award 2022 published 20 January 2023 (393 I.G. 1414).

### **6. No Extra Claims**

- 6.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission of New South Wales 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 2024 by a party to this Award.
- 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 Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (only Section 6 - Leave applies), *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 for all employees. A printed copy can be obtained from the People, Culture and Safety team 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 Divisional Director People, Culture and Safety 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 Unions 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 guest-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's operational requirements.
- 10.3 Employees will perform work that is within their skill, role requirement, 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 TWPZ or TZ Cleaner, Security, Guest Experience and Sky Safari 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.
- 10.8 Labourers and Labourer/Driver/Operators who have the skills may perform minor maintenance work, which is approved beforehand by the relevant manager where practicable.
- 10.9 Transportation of animals or any other cargo will be allocated to employees based on driver licensing requirements, vehicle size, work health and safety requirements, animal welfare requirements and any legislative or regulatory requirements for the type of animal involved. Determination of the method of

transport to be used for movement of animals and cargo will reflect the understanding between Taronga and the Unions that professional drivers will be used in animal transportation where considered appropriate by the relevant managers.

- 10.10 A series of policy guidelines for animal transportation will be reviewed in consultation with the Transport Workers Union.

### 11. Types of Employment

- 11.1 An employee will be engaged as an ongoing, temporary, casual, apprentice or trainee 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 If Taronga terminates an employee's employment, Taronga will supply the employee with a statement of service if they request it.

#### Ongoing Employment

- 11.4 An ongoing employee is an employee engaged for a continuing period of time and may be subject to a probationary period on appointment in accordance with the *Government Sector Employment Act 2013* and the *Government Sector Employment (General) Rules 2014* as amended from time to time.
- 11.5 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.
- 11.6 During a probationary period, Taronga may terminate the employment of an ongoing employee giving one week's notice, on the ground that the person has not satisfied the requirements of the role in which they are employed.
- 11.7 An ongoing employee may terminate their employment giving 2 weeks' notice or the payment/forfeiture of 2 weeks wages in lieu of notice.

#### Temporary Employment

- 11.8 A temporary employee is an employee engaged for a specified term fixed at the outset of their employment.
- 11.9 A temporary employee will be advised in writing that their employment is temporary.
- 11.10 By agreement between the employee and Taronga, a temporary employee may be paid an allowance of 1/12th of their base salary in lieu of annual leave.
- 11.11 Taronga or the employee may terminate the employment of a temporary employee giving one week's notice.

#### Casual Employment

- 11.12 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.
- 11.13 A casual 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 employee will also receive an allowance of 1/12th of the ordinary hourly rate to compensate for annual leave. The *Long Service Leave Act 1955* will cover long service leave.

11.14 The casual loading and casual annual leave allowance will not be paid on overtime. A casual TWPZ employee and TZ Works and Trades employee will be engaged for a minimum shift of 3 hours.

11.15 A casual employee, except for Sky Safari rescue team members, will be engaged for a minimum of 3 hours.

11.16 Taronga or the employee may terminate the employment of a casual employee giving one hour's notice.

#### Apprentices and Trainees

11.17 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.

11.18 An apprentice will be paid in accordance with Schedule 1 of the Award.

11.19 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

11.20 An adult apprentice is an Apprentice engaged by Taronga after turning 21 years of age.

11.21 An adult apprentice are 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) Year 2 to be paid as year 3 under this Award
- (c) Years 3 and 4 to be paid under this 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 instrument including for the purposes of payment of ordinary hours, overtime and penalties. Employees working in multiple roles cannot 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. Dealing with Misconduct

13.1 The management of misconduct will be conducted in accordance with Taronga's Policy on Managing Misconduct, the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment (General) Rules 2014* as amended from time to time.

13.2 Where the employee disagrees with the process in dealing with misconduct or the outcome reached, they may have an opportunity to raise a dispute in accordance with clause 9 of this Award.



#### **14. Dealing with Unsatisfactory Performance**

- 14.1 The management of unsatisfactory performance will be conducted in accordance with Taronga's Policy on Managing Unsatisfactory Performance, the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment (General) Rules 2014* as amended from time to time.
- 14.2 Where the employee disagrees with the process in dealing with unsatisfactory performance or the outcome reached, they may have an opportunity to raise a dispute in accordance with clause 9 of this Award.

#### **15. Leave**

- 15.1 General leave conditions of employees under this Award are determined in accordance with the provisions contained within Section 6 (Leave) (clauses 67-84A) of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* as varied or reviewed from time to time.
- 15.2 Employees employed on a part-time basis will accrue any leave on a pro-rata basis, which will be determined on their ordinary hours of work.

#### **16. TZ Cleaner, Security, Guest Experience and Sky Safari- Special Conditions**

##### Accommodation for Meals

- 16.1 Where practicable Taronga will allow employees to have their meal and tea breaks in a suitable place protected from the weather.
- 16.2 Taronga will provide employees with adequate facilities for tea making and for heating food.
- 16.3 Taronga will advise employees of the accommodation available at the work site before work starts at that site.

##### Dressing Accommodation

- 16.4 Where it is necessary or customary for employees to change their dress or uniform, suitable dressing rooms or dressing accommodation and individual lockable lockers will be provided by Taronga.

##### Work Materials

- 16.5 All materials required for cleaning, including soap and/or detergent and materials for washing up purposes, will be supplied by Taronga.

##### Expenses for Attendance at Court

- 16.6 Where it is necessary for an employee to attend a court hearing on behalf of Taronga or a client of Taronga in relation to any matter arising out of or in connection with the employee's duties, the time taken will count as time worked.
- 16.7 An employee will be reimbursed for all reasonable expenses incurred in attending court.

#### **17. Wage Increases and Wage Rates**

- 17.1 Employees are awarded an increase in remuneration or other conditions of employment of 4.0 per cent payable from the first full pay period on or after 1 July 2023 and applicable annual increases thereafter.
- 17.2 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 Industrial Relations Commission of New South Wales.

- 17.3 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.
- 17.4 The Junior Guest Experience Officer rates of pay contained in Schedule 1 of this Award apply only to Guest Experience Officers who are employed after the making of this Award and are under 18 years of age.

### **18. Payment of Wages**

- 18.1 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.
- 18.2 Taronga will provide employees with pay advice electronically, however they may, on application to Taronga, be provided with the advice in paper form.
- 18.3 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.
- 18.4 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.

### **19. Wage Sacrifice for Superannuation**

- 19.1 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.
- 19.2 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.
- 19.3 The election must be made before the period of service to which the earnings relate.
- 19.4 Additional employer contributions are subject to the age based limits set by the Australian Taxation Office.
- 19.5 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.

### **20. Classification Requirements**

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

### **21. Appointment and Progression**

- 21.1 Relevant experience will be considered in determining the level to which an employee is appointed.
- 21.2 Progression within a classification will be considered on the anniversary of an employee's progression to their current grade, unless specified otherwise in the relevant classification requirements.

- 21.3 Progression within a classification is subject to a satisfactory performance review at the employee's current grade in accordance with Taronga performance management procedures and the requirements of the current grade being achieved.

## 22. Allowances

- 22.1 The allowances provided for in this clause are set out in Schedule 2 of the Award.

- 22.2 Where an Allowance is specified as a weekly rate and an employee who is entitled to the allowance is engaged on a part time or casual basis, 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

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

- 22.4 The allowance will be paid for all purposes, except separation.

### Tradespersons Licence Allowance

- 22.5 A weekly licence allowance will be paid to a Tradesperson, except a plumber, gasfitter and drainer, when required by Taronga to hold the prescribed licence/s. The allowance will be paid for all purposes, except separation.

- 22.6 An hourly licence allowance will be paid as a flat rate for all hours worked to a plumber, gasfitter or drainer when the relevant licence is held and acted upon.

- 22.7 All tradespersons required to hold prescribed licences, are required to maintain relevant licences and ensure all WHS requirements are met. Certified copies of licences are to be supplied to Taronga prior to engagement.

### Security Licence Allowance

- 22.8 On production of the original licence, Taronga will reimburse an employee for the cost of the licence fee and application fee if they are required to hold a Class 1 licence under the *Security Industry Act 1997*.

- 22.9 Should the employment of an employee required to hold a Class 1 licence cease during the life of the licence, the employee will have the pro rata value of the licence and application fee for the years of licence remaining deducted from their separation payments.

### Plumber Tradesperson Certificate Allowance

- 22.10 An hourly allowance will be paid to a plumber who holds a Tradesperson certificate. Tradesperson's certificates are issued for drainers, gasfitters, plumbers, roof plumbers and water plumbers who are required to work with minimum supervision. Proof of registration with NSW Services must be presented to People, Culture and Safety to be eligible for the allowance. The allowance will be paid for all purposes, except separation.

- 22.11 This allowance is not applicable if the employee receives a plumber, gasfitter or drainer licence allowance.

### Chokage Allowance

- 22.12 A daily chokage allowance will be paid as a flat rate, to a TZ Plumber when required to work on a chokage, and is required to open up any soil pipe, waste pipe, drain pipe or pump conveying offensive material, or a scupper containing sewage; or is required to work in a septic tank in operation.

#### Fouled Equipment Allowance

- 22.13 A daily fouled equipment allowance will be paid as a flat rate, to a TZ Works and Trades employee when required to work on any pipeline or equipment containing body fluids or body wastes and encounters same, except when they are already receiving a chokage allowance.

#### Labourer/Driver/Operator Travel Allowance

- 22.14 A weekly travel allowance will be paid to a TZ Labourer/Driver/Operator in lieu of the travel and fares entitlement previously paid to Labourers under the General Construction and Maintenance, Civil and Mechanical Engineering Etc (State) Award.

#### Temporary Assignment

- 22.15 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.

- 22.16 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

- 22.17 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.

- 22.18 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.

- 22.19 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.

- 22.20 The allowances will be paid as a flat rate on all ordinary hours worked.

#### Laundry Allowance

- 22.21 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.
- 22.22 The laundry allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

#### Disability Allowance

- 22.23 TWPZ employees will be paid a disability allowance, which compensates for working conditions at TWPZ particularly where employees are often required to work in the field without ready access to amenities.
- 22.24 The disability allowance will be paid as a weekly allowance when an employee engaged full-time works any part of a week.

#### Overnight Allowance

- 22.25 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, including 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.

The overnight allowance is only applicable when an employee is required to stay overnight at Taronga premises.

#### Bus Allowance - TWPZ

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

#### On Call (Standby) Allowance

- 22.27 An hourly allowance will be paid to a Taronga employee when they are directed to be on call or on stand-by for a possible recall to work.

#### Overtime Meal Allowance

- 22.28 If a meal is not provided by Taronga, an overtime meal allowance will be paid:

- (a) when an employee works more than 2 hours of overtime before or after an ordinary hours rostered shift; or
- (b) after every 5 hours of overtime worked when an employee works on a rostered day off.

Allowances absorbed into the wage rates of the relevant classifications

- 22.29 Built into the wages of TZ Labourer/Driver/Operator and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, and wet work allowances.
- 22.30 Built into the wages of TWPZ Labourer and Tradesperson classifications is a component that is paid in lieu of dirt money, height money, wet work, chokage and fouled equipment allowances.
- 22.31 Built into the wages of Apprentices is a weekly component in lieu of receiving an apprentice examination allowance for passing the prescribed annual technical college examinations for the

preceding year and the Supervisor receiving a satisfactory report as to conduct, punctuality and workshop progress for the Apprentice.

- 22.32 Built into the wages of Cleaners is a component that is paid in lieu of any claims for special rates not covered by the Award, including Refuse, Multi-Purpose Machine and Toilet Allowances.
- 22.33 Built into the wage rates for TWPZ Labourer and Tradespersons is the works allowance that was compensation for the isolated environment of the construction work undertaken at TWPZ.
- 22.34 Built into the wage rates for Leading Hands is a component that is paid in lieu of all Leading Hand Allowances.

### **23. Insurance of Tools**

- 23.1 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 premises.
- 23.2 An employee will provide a list of the tools insured if requested by Taronga.
- 23.3 An employee will ensure that their tools are cared for and kept safely.
- 23.4 Taronga will reimburse an employee for loss of tools insured up to the value set out in Schedule 2 of the Award, if the tools are lost by theft from breaking and entering while they are being stored on the job at the direction of Taronga.

### **24. Rosters**

- 24.1 Employees may be rostered to suit Taronga's operational requirements.
- 24.2 Taronga will prepare rosters that are fair and equitable and meet work health and safety requirements.
- 24.3 In rostering employees, consideration will be given to the preferences and personal commitments of individuals, wherever possible.
- 24.4 In developing a roster for the next period, Taronga and employees will have regard to the roster for the previous and subsequent periods.
- 24.5 Rosters will be prepared 7 days in advance.
- 24.6 Rosters may be changed as long as they comply with the terms set out in Clause 25 - Ordinary Hours of Work of the Award.
- 24.7 Changes to published rosters may be made inside 7 days by agreement between a Supervisor and an employee.
- 24.8 An employee will not be rostered to work more than one shift in any period of 24 hours, except by mutual agreement.
- 24.9 An employee will be paid overtime if they are required to work on their rostered day off.

### **25. Ordinary Hours of Work**

Number of Ordinary Hours of Work

- 25.1 The number of ordinary hours of work for employees engaged full-time are 152 hours worked over a designated period of 28 consecutive days.

### Patterns of Ordinary Hours of Work

#### 25.2 Ordinary hours will be worked:

- (a) in at least 16 and up to 19 shifts in each designated period of 28 consecutive days;
- (b) in shifts of between 6 and 10 hours, or of between 10 and 12 hours by agreement between Taronga and the employee;
- (c) with a minimum of 9 and a maximum of 12 rostered days off in each designated period of 28 consecutive days;
- (d) with at least one occasion of at least 3 consecutive days and a second occasion of at least 2 consecutive days rostered off in each designated period of 28 consecutive days; and
- (e) over not more than 6 consecutive days, except by agreement between the employee and their Supervisor.

25.3 Taronga will consult with the relevant union/s with the aim of reaching consensus on any proposed change to existing shift patterns for TWPZ or TZ Works and Trades employees. If consensus cannot be reached on a proposed change, then the matter may be dealt with under the dispute settlement procedures of the Award.

25.4 The existing shift pattern for TWPZ Works and Trades employees, except for those engaged on relief cleaning work is 19 shifts of 8 hours, Monday to Friday (inclusive), between 5:00am and 7:00pm.

### Meal and Tea Breaks

25.5 Employees, except Security employees, are entitled to an unpaid meal break of not less than 30 minutes, and not more than 1 hour, the length of time depending on operational requirements, to be taken no later than after every 5 hours worked within each ordinary hours rostered shift.

25.6 Security employees, including casual employees, may take a paid meal break of not less than 20 minutes not earlier than 4 hours nor later than 5 hours after the start of each shift, where it is reasonably practicable to do so.

25.7 All employees except those in security classifications may take a paid tea break of 20 minutes (or two 10 minute breaks) in each ordinary hours rostered shift of 4 hours or more, at a time determined by operational needs, without loss of pay for any ordinary hours rostered during such absence.

### Employees Engaged Part-Time

25.8 The ordinary hours of work for employees engaged part-time will be the same as those for employees engaged full-time except that:

- (a) the number of ordinary hours of work per week will be agreed between the employee and Taronga, provided that they are not less than 32 hours over a designated period of 28 consecutive days;
- (b) hours worked up to 152 hours over a designated period of 28 consecutive days, within the pattern of hours prescribed by the Award for a comparable employee engaged full-time, will be paid as ordinary hours;
- (c) ordinary hours may be worked in shifts of not less than 3 hours duration, unless agreed otherwise by the employee and Taronga;
- (d) the pattern of hours may be varied, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, by agreement between the employee and their Supervisor; and

- (e) Taronga may vary the pattern of hours, within the pattern of hours prescribed by the Award for a comparable employee engaged full time, giving 7 days' notice.

### 26. Rest Period

- 26.1 Work will be rostered so that employees have at least 8 consecutive hours off work, or 10 consecutive hours off work in the case of TZ Works and Trades employees, between the work of successive shifts when it is reasonably practicable to do so.
- 26.2 If an employee does not have the prescribed hours off between finishing one shift and being rostered to start another shift, they will be released from work after completion of the shift until they have had the prescribed consecutive hours off work, without loss of pay for ordinary hours rostered during the absence.
- 26.3 If Taronga instructs an employee to resume or continue work without having had the prescribed consecutive hours off work, the employee will be paid at double time rates of pay until released from work and able to take the prescribed break.

### 27. Shift Loadings

- 27.1 Guest Experience Attendants and the Security Manager will not receive the shift loadings set out in this clause, except for the shift loading for a Public Holiday.
- 27.2 Where an employee is entitled to an additional day in lieu of part of the loading for working a Public Holiday, the timing of the day will be agreed between the employee and their Supervisor but must be taken before the end of the designated period of 28 consecutive days following the period in which the Public Holiday fell.

All employees engaged after 26 May 2004

- 27.3 Ordinary hours of work will attract the following shift loadings:

(a) Monday to Friday 5:00 am to 7:00 pm	Nil
(b) Monday to Friday after 7:00 pm before 5:00 am	15%
(c) Saturday	50%
(d) Sunday	100%
(e) Public Holidays	150%
(f) Public Holidays where an additional day is taken off in lieu of the loading	50%

- 27.4 Where an employee commences a shift in one time period and concludes it in a different time period, then the hours worked will attract the relevant loading for the period during which the time was worked.

TZ Cleaner, Security, Guest Experience and Sky Safari employees engaged before 26 May 2004

- 27.5 Ordinary hours of work will attract the following shift loadings:

(a) Monday to Friday 6:00 am to 7:00 pm	Nil
(b) Commencing at or after 5.00am and before 6.00am	10%
(c) Finishing after 7:00 pm and at or before midnight	15%
(d) Finishing after midnight and at or before 8:00am (night shift)	17.5%
(e) Non rotating night shift roster (i.e. where night shifts are worked which do not rotate or alternate with another shift so as to give an employee at least one-third of their working time off night shift in each roster cycle)	30%
(f) Saturday	50%
(g) Sunday	100%
(h) Public Holidays	150%
(i) Public Holidays where an additional day is taken off in lieu of the loading	50%



## 28. Overtime

- 28.1 Hours worked at the direction of Taronga outside ordinary hours of work as set out in this Award, will be overtime.
- 28.2 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.
- 28.3 Overtime rates of pay will be:
- (a) Monday to Saturday - time and a half for the first 2 hours and double time thereafter;
  - (b) Sunday - double time;
  - (c) Public Holidays - double time and a half; and
  - (d) No 8 or 10 hour break - double time.
- 28.4 If their manager agrees, an 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 the provisions under Section 6 - Leave of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009,
  - (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.
  - (d) 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.
  - (e) An employee will be paid for the balance of any overtime entitlement not taken as time off in lieu.
- 28.5 Overtime will not attract shift loadings, except as provided under this clause for ongoing Security employees who work "Elective Overtime".

### Meal Breaks

- 28.6 An employee required to work overtime for more than 2 hours after an ordinary hours rostered shift will be allowed a 30 minute unpaid meal break and then a further 30 minute unpaid break after every 5 hours of overtime worked thereafter.
- 28.7 An employee required to work overtime on a rostered day off will be allowed a 30 minute unpaid meal break after every 5 hours of overtime worked.

### Elective Overtime for Ongoing Security Employees

- 28.8 Ongoing Security employees, including the Security Manager, may request to work hours in addition to their ordinary hours as "elective overtime" under the following conditions:

- (a) elective overtime is overtime requested by the employee not directed by Taronga;
  - (b) Taronga will have regard for the wellbeing of an employee in scheduling elective overtime;
  - (c) elective overtime will be paid at the employees' classification and grade to a maximum of a Security Officer Grade 2 wage with a 15% loading in addition to any weekend, Public Holiday or other shift loading; and
  - (d) the provisions of Clause 26, Rest Period and Subclause 22.28 Overtime Meal Allowance of the Award will not apply.
- 28.9 The provisions of this clause, except in relation to elective overtime, do not apply to the classification of Security Manager.

### **29. Call Back**

- 29.1 An employee recalled to work overtime to attend Taronga premises and/or the premises of a client or clients of Taronga (the workplace) for any reason after leaving the premises (whether notified before or after leaving the premises) will be paid for a minimum of 3 hours.
- 29.2 For TZ Cleaner, Security, Guest Experience and Sky Safari employees, where the recall is for the purpose of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation forms, incident reports or break/entry reports, an employee will be paid a minimum of 2 hours at the relevant rate for each recall.
- 29.3 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 26 Rest Period.
- 29.4 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.
- 29.5 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.
- 29.6 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.
- 29.7 This clause does not apply to the classification of Security Manager.

### **30. Starting and Finishing Work**

- 30.1 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. However 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.
- 30.2 Employees will be entitled to 10 minutes paid time immediately before finishing a shift, for washing and for changing their clothes at change room facilities provided by Taronga.

### **31. Annual Leave**

- 31.1 Full time TZ employees are entitled to 4 weeks annual leave for working a whole year. Part time TZ employees are entitled to the equivalent pro rata rate.

- 31.2 Full time TWPZ employees are entitled to 5 weeks annual leave for working a whole year. Part time TWPZ employees are entitled to the equivalent pro rata rate.
- 31.3 In addition to the annual leave entitlements provided by this clause, ongoing employees who are rostered to work their ordinary hours on Sundays or Public Holidays, during the period 1 December of one year to 30 November of the following year (or part thereof), are entitled to additional annual 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 Annual Leave Entitlement
4 - 10	1 additional day
11 - 17	2 additional days
18 - 24	3 additional days
25 - 31	4 additional days
32 or more	5 additional days

### 32. Annual Leave Loading

- 32.1 Employees, except for TZ Cleaner, Security, Guest Experience and Sky Safari employees engaged before 26 May 2004 who are rostered as shift workers, 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.
- 32.2 TZ Cleaner, Security, Guest Experience and Sky Safari employees engaged before 26 May 2004 who are rostered as shift workers will be entitled to either an annual leave loading of 17.5% of the base salary of up to 4 weeks annual leave accrued in a leave year or the averaged shift loadings for the previous leave year (excluding Public Holidays), whichever is the greater.
- 32.3 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.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 An annual leave loading will not be paid on resignation/termination arising from misconduct.
- 32.8 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.

### 33. Public Holidays and Picnic Days

- 33.1 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.
- 33.2 For TWPZ and TZ Works and Trades employees, the first Monday in December each year will be a Union Picnic Day and will be treated as a Public Holiday.
- 33.3 For TZ Cleaner, Security, Guest Experience and Sky Safari employees the first Monday in August each year will be a Picnic Day and will be treated as a Public Holiday.

- 33.4 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.

### **34. Uniforms, Personal Protective Clothing and Equipment**

- 34.1 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.
- 34.2 Taronga will provide ongoing TZ Works and Trades employees engaged full-time with an initial allocation of the following protective clothing:
- (a) 5 shirts
  - (b) 3 pairs of shorts/trousers
  - (c) 1 belt (if required)
  - (d) 1 sweatshirt
  - (e) 1 jacket
  - (f) 5 pairs of socks
  - (g) a pair of boots
  - (h) 1 wide brimmed hat
  - (i) 1 pair of safety glasses
  - (j) 1 set of wet weather gear.

Allocations to employees engaged part-time, and/or who are casual employees, will be determined by Taronga according to the employee's work patterns.

- 34.3 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.
- 34.4 Taronga will supply an employee who is required to work in wet weather with suitable wet weather clothing including a waterproof coat or cape, waterproof hat, trousers and rubber boots.
- 34.5 Where an employee is required to clean toilets or to use acids or other hazardous substances, they will be supplied with personal protective equipment by Taronga.
- 34.6 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.
- 34.7 Uniforms, protective clothing and other equipment issued by Taronga to employees will remain the property of Taronga.
- 34.8 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.
- 34.9 If an employee fails to return any uniform or protective clothing issued to them by Taronga when they cease employment with Taronga, 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.

## Firearms

34.10 An employee must not carry firearms unless they are required to do so by Taronga.

34.11 If an employee is required by Taronga to carry firearms:

- (a) Taronga will train the employee in the use of the firearms with refresher courses every 12 months and the time taken for the training will be counted as time worked;
- (b) the firearms will be provided by Taronga; and
- (c) the firearms will be maintained in a reasonable condition by Taronga.

### 35. Secure Employment

35.1 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.

35.2 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 will thereafter have the right to elect to have his or her ongoing 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) Every employer of such a casual employee will give the 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 33.2(a), upon receiving notice under subclause 33.2(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 ongoing contract of employment to full-time or part-time employment, and within 4 weeks of receiving such notice from the employee, Taronga will consent to or refuse the election, but will not unreasonably so refuse. Where Taronga refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will 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 ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with 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 33.2(c), Taronga and the employee will, in accordance with this subclause, and subject to subclause 33.2(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 33.2(f), the employee will 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 will 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.

### **36. Contractors and Volunteers**

- 36.1 Subject to the provisions of this clause, wherever possible work carried out at either TWPZ or by a TZ Works and Trades areas, will be performed by employees of Taronga.
- 36.2 Where work requires specialist skills, tools, plant or equipment, Taronga will consider the training of and/or hiring of such tools, plant and equipment to enable employees to carry out the work.
- 36.3 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. (e.g. waste management).
- 36.4 Where contractors are engaged, Taronga will ensure that all relevant awards and agreements are observed.
- 36.5 Employees may be required to work cooperatively with contractors and such work will not give rise to any claims for extra payments.
- 36.6 Taronga will continue to support the efforts of volunteers whose services aim to enhance the public's experience while visiting Taronga.
- 36.7 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.

### **37. Anti-Discrimination**

- 37.1 The parties bound by the Award respect and value equity and diversity in the workplace.
- 37.2 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 or domestic status, pregnancy, physical or mental disability, homosexuality, transgender identity, age, and carer's responsibilities.
- 37.3 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.

- 37.4 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.
- 37.5 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 the Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 37.6 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.

### **38. Delegates and Trade Union Activities**

#### Right of Entry of Union Officials

- 38.1 A Union official or officer may enter Taronga premises at any time during working hours for the purposes of conducting Union business provided that prior to an anticipated visit they make contact with People, Culture and Safety, the nominated manager, or other senior manager, to outline the reason for and timing of the visit.
- 38.2 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.
- 38.3 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.
- 38.4 A Union official will have regard for the provisions of the New South Wales *Industrial Relations Act 1996*.

#### Delegates

- 38.5 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.
- 38.6 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.
- 38.7 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:
- (a) 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; and
  - (c) where relevant, there is an opportunity for Taronga participation in or contribution to the course.

## Payroll Deductions for Union Membership Subscriptions

38.8 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 rules;
- (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)

Classification	Weekly 4 July 2022	Weekly 3 July 2023
Apprentice		
Apprentice - 1st year	522.20	543.10
Apprentice - 2nd year	681.50	708.80
Apprentice - 3rd year	867.90	902.60
Apprentice - 4th year	998.60	1,038.50
TZ Labourer/Driver/Operator		
Grade 1	1,088.50	1,132.00
Grade 2	1,144.80	1,190.60
Grade 3	1,167.20	1,213.90
TZ Labourer/Driver/Operator (Leading Hand)	1,211.70	1,260.20
TWPZ Labourer		
Grade 1	1,105.30	1,149.50
Grade 2	1,185.90	1,233.30
Grade 3	1,208.80	1,257.20
Grade 4	1,226.20	1,275.20
TWPZ Labourer (Leading Hand)	1,290.60	1,342.20
Water Systems Operator	1,268.00	1,318.70
Water Systems Operator (Leading Hand)	1,299.50	1,351.50



TZ Tradesperson		
Grade 1	1,176.20	1,223.20
Grade 2	1,199.00	1,247.00
TZ Tradesperson (Leading Hand)	1,254.80	1,305.00
TZ Tradesperson - Plumber		
Grade 1	1,188.00	1,235.50
Grade 2	1,211.40	1,259.90
TZ Tradesperson - Plumber (Leading Hand)	1,267.30	1,318.00
Tradesperson - Electrician		
Grade 1	1,252.90	1,303.00
Grade 2	1,277.30	1,328.40
Tradesperson - Electrician (Leading Hand)	1,333.10	1,386.40
TWPZ Tradesperson	1,236.10	1,285.50
TWPZ Tradesperson (Leading Hand)	1,292.10	1,343.80
TWPZ Tradesperson - Plumber	1,247.40	1,297.30
TWPZ Tradesperson - Plumber (Leading Hand)	1,304.60	1,356.80
Senior Tradesperson/Technician/Specialist		
Grade 1	1,373.80	1,428.80
Grade 2	1,516.00	1,576.60
Works and Trades Supervisor		
Grade 1	1,562.50	1,625.00
Grade 2	1,684.50	1,751.90
Grade 3	1,737.70	1,807.20
Sky Safari Attendant		
Grade 1	892.40	928.10
Grade 2	927.50	964.60
Sky Safari Operator	997.10	1,037.00
Senior Sky Safari Operator	1,133.30	1,178.60
TWPZ Cleaners employed before the beginning of the first full pay period commencing on or after 3 March 2006		
Grade 1	911.10	947.50
Grade 2	1,016.80	1,057.50
Grade 3	1,076.10	1,119.10
Cleaner (Leading Hand)	1,122.70	1,167.60
Cleaning Supervisor	1,170.10	1,216.90
TZ Cleaners and TWPZ Cleaners employed after the beginning of the first full pay period commencing on or after 3 March 2006		
Grade 1	911.10	947.50
Grade 2	1,016.80	1,057.50
Grade 3	1,049.40	1,091.40
Cleaner (Leading Hand)	1,096.00	1,139.80
Cleaning Supervisor	1,143.40	1,189.10
TWPZ Guest Experience Attendant		
Under 16 years	536.00	557.40
16 years	625.40	650.40
17 years	714.70	743.30
18 years and over	804.10	836.30
Junior Guest Experience Officers		
Under 16 years	595.00	618.80
16 years	694.10	721.90
17 years	793.30	825.00
Guest Experience Officer	892.40	928.10
Senior Guest Experience Officer	927.50	964.60
Guest Experience Coordinator	1,102.70	1,146.80
Gatekeeper	1,006.70	1,047.00
Security Officer		
Grade 1	1,006.70	1,047.00
Grade 2	1,039.20	1,080.80

Senior Security Officer	1,075.00	1,118.00
Assistant Security Manager	1,133.30	1,178.60
Security Manager		
Year 1	1,682.70	1,750.00
Year 2	1,827.20	1,900.30
Year 3	1,971.70	2,050.60

## SCHEDULE 2

### Allowances

Description		
The following allowances will be payable on commencement of this Award and will be increased in line with the increases to the wage rates contained in the Award		
Tool Allowance	Per week 2022 \$	Per week 2023 \$
Carpenter	34.85	36.25
Electrician Tool Allowance	21.75	22.60
Motor Mechanic	34.85	36.25
Painter	8.35	8.70
Plasterer	28.70	29.85
Plumber	34.85	36.25
Welder (First Class)	34.85	36.25
The following allowances will apply from the first full pay period on or after 1 July 2023 and will be increased in line with the increases to the wage rates contained in the Award		
Licence Allowance (Payable once approved by NSW Fair Trading) Plumber, Gasfitter and Drainer when required to act on:	Per Hour \$	Per Hour \$
- Plumber licence	1.38	1.44
- Gasfitter licence	1.38	1.44
- Drainer licence	1.17	1.22
- Plumber and gasfitter licence	1.86	1.93
- Plumber and drainer licence	1.86	1.93
- Gasfitter and drainer licence	1.86	1.93
- Plumber, gasfitter and drainer licence	2.55	2.65
Electricians Licence	53.15 per week	55.30 per week
Plumber Tradesperson Certificate Allowance (Payable once approved by Service NSW)	1.08 per hour	1.12 per hour
Chokage Allowance	10.05 per day	10.45 per day
Fouled Equipment Allowance	10.05 per day	10.45 per day
Senior First Aid Allowance	18.35 per week	19.50 per week
Occupational First Aid Allowance	27.06 per week	29.30 per week
The following allowances will apply from the first full pay period on or after 1 July 2023 and will not be varied during the life of the Award		
Labourer/Driver/Operator Travel Allowance	10.20 per week	10.20 per week
TWPZ Disability Allowance	15.50 per week	15.50 per week
Insurance of Tools	1,495.00	1,495.00
The following allowance will apply from the first full pay period on or after 1 July 2023 and will be varied thereafter so as to remain consistent with reasonable allowances for the appropriate income year as published by the Australian Taxation Office		
Overtime Meal Allowance	DPC Circular	DPC Circular
On Call (Standby Allowance)	1.06 per hour	1.10 per hour
The following allowance will apply from the first full pay period on or after 1 July 2023 and will be varied thereafter on July 1 of each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures).		
Laundry Allowance	5.40 per week	5.80 per week
Bus Allowance - TWPZ only	6.10 per shift	6.55 per shift

Overnight Allowance	38.10 per overnight shift	40.90 per overnight shift
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## 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.

TZ Labourer/Driver/Operator

20.2 A TZ Labourer/Driver/Operator will undertake duties as directed by their Supervisor.

20.3 The requirements for a TZ Labourer/Driver/Operator Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to be able to perform basic tasks in maintenance, construction and transport;
- (c) to operate relevant machinery and tools;
- (d) to have their performance monitored by close supervision;
- (e) to carry out tasks in conjunction with other workers as required;
- (f) to possess and maintain the NSW Accredited General Construction Induction Card;
- (g) to possess and maintain a NSW (Class C) Drivers licence;
- (h) to undertake training in heavy rigid or medium rigid if required;
- (i) to undertake forklift training or other operator training if required;
- (j) to be prepared to undertake training to develop skills relevant to Taronga.

20.4 The requirements of a TZ Labourer/Driver/Operator Grade 2, in addition to the requirements of TZ Labourer/Driver/Operator Grade 1, are:

- (a) minimum 12 months relevant experience;
- (b) to perform tasks in maintenance, construction and transport under general supervision and direction;

20.5 The requirements of a TZ Labourer/Driver/Operator Grade 3, in addition to the requirements of TZ Labourer/Driver/Operator Grade 2, are:

- (a) preparedness to fully integrate the duties of Driver, Labourer and Operator;
- (b) to have 2 years or more relevant experience;
- (c) to perform tasks without supervision;
- (d) to perform some complex tasks within the range of duties required by Taronga exercising some initiative in the application of established work practices
- (e) to contribute to decision-making processes via relevant manager;
- (f) to be able to supervise employees;

- (g) to undertake on-the-job training in basic tradespersons skills as required by Taronga.

TZ Labourer/Driver/Operator (Leading Hand)

20.6 The requirements of a TZ Labourer/Driver/Operator (Leading Hand) in addition to the requirements of TZ Labourer/Driver/Operator Grade 3, are:

- (a) to supervise workers, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to be responsible for conducting training (including induction) and assessing competency;
- (c) to be able to perform a wide range of complex tasks;
- (d) may work independently and be responsible for a section of work following established priorities and work practices.

TWPZ Labourer

20.7 The requirements of a TWPZ Labourer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform basic tasks in landscaping, horticulture, maintenance and construction;
- (c) to have performance monitored by close direction and/or continual performance assessment;
- (d) to operate relevant machinery and tools;
- (e) to carry out tasks in conjunction with other workers as required;
- (f) to possess and maintain the NSW Accredited General Construction Induction Card;
- (g) to possess and maintain a NSW (Class C) Drivers licence;
- (h) to undertake training in heavy rigid or medium rigid if required;
- (i) to undertake forklift training or other operator training if required;
- (j) to be prepared to undertake training to develop skills relevant to Taronga.

20.8 The requirements of a TWPZ Labourer Grade 2, in addition to the requirements of TWPZ Labourer Grade 1, are:

- (a) minimum 12 months relevant experience;
- (b) to have performance monitored by general supervision and direction.

20.9 The requirements of a TWPZ Labourer Grade 3, in addition to the requirements of TWPZ Labourer Grade 2 are:

- (a) minimum 2 years or more relevant experience;
- (b) to perform tasks without supervision;
- (c) to perform some complex tasks within the range of duties required by Taronga exercising some initiative in the application of established work practices;

- (d) to exercise appropriate decision-making including exercising some initiative in the application of established work practices;

20.10 The requirements of a TWPZ Labourer Grade 4, in addition to the requirements of TWPZ Labourer Grade 3 are:

- (a) minimum 3 years relevant experience;
- (b) to be able to perform a wide range of complex tasks;
- (c) the ability to supervise workers, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (d) to assist in conducting training (including induction) and assessing competency;
- (e) may work independently and be responsible for a section of work following established priorities and work practices.

#### TWPZ Labourer (Leading Hand)

20.11 The requirements of a TWPZ Labourer (Leading Hand), in addition to the requirements of TWPZ (Labourer) Grade 4 are:

- (a) to supervise workers, allocate duties, provide direction on work, monitor performance, plan and set out tasks, meet deadlines;
- (b) to work independently and be responsible for a section of work following established priorities and work practices;
- (c) to be responsible for conducting training (including induction) and assessing competency.

#### Water Systems Operator

20.12 The requirements of a Water Systems Operator are:

- (a) to ensure plant operation and maintenance is performed in accordance with operational licensing requirements of the plant;
- (b) to ensure the plant is maintained in a clean, presentable and operational manner, including using any additives as necessary;
- (c) to administer plant documentation including the provision of reports regarding plant conditions, testing and licensing status to the relevant manager;
- (d) to operate and maintain Taronga water systems to satisfy approved stakeholder requirements;
- (e) to record all maintenance activities as required by Taronga;
- (f) to ensure appropriate management and storage of chemicals;
- (g) to possess and maintain the NSW Accredited General Construction Induction Card;
- (h) to possess and maintain a NSW (Class C) Drivers licence.

#### Water Systems Operator (Leading Hand)

20.13 The requirements of a Water Systems Operator (Leading Hand) in addition to the requirements of Water Systems Operator are:

- (a) have demonstrated experience in monitoring and optimising the performance of water systems to ensure water quality requirements are met and maintained;
- (b) have high level of experience in the maintenance and operations of water treatment systems;
- (c) to be able to identify and coordinate maintenance tasks associated with all water treatment systems liaising with external service providers;
- (d) to ensure that all works associated with water systems is carried out in a safe and efficient manner;
- (e) have the ability to train workers and document processes and procedures related to all water systems;
- (f) to ensure that all records are maintained to meet the requirements of all stakeholders and statutory authorities;
- (g) to supervise other workers, allocate duties, monitor performance and provide direction on work to be performed, as required;(h) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (i) to exercise independent action;
- (j) to undertake on-the-job training in basic skills of other trades; and
- (k) to be responsible for conducting training (including induction) and assessing competency.

#### TZ Tradesperson

20.14 The requirements of a TZ Tradesperson Grade 1 are:

- (a) to possess and maintain the NSW Accredited General Construction Induction Card;
- (b) to possess and maintain a NSW Class C Drivers licence;
- (c) to undertake a full range of tradespersons duties;
- (d) to be able to work without supervision;
- (e) may work independently and be responsible for a section of work following established priorities and work practices;
- (f) to have completed relevant Trade qualification/s as determined by Taronga; and
- (g) to undertake on-the-job training in basic skills of other trades, as required.

20.15 The requirements of a TZ Tradesperson Grade 2, in addition to the requirements of TZ Tradesperson Grade 1, are:

- (a) 12 months or more relevant experience;
- (b) to exercise independent action;
- (c) to be capable of and may be required to supervise employees;
- (d) to contribute to decision-making processes via relevant management;
- (e) to assist in conducting training (including induction) and assessing competency;

- (f) to undertake on-the-job training in basic skills of other trades, as a minimum.

TZ Tradesperson (Leading Hand)

20.16 The requirements of a TZ Tradesperson (Leading Hand) in addition to the requirements of TZ Tradesperson Grade 2 are:

- (a) to supervise other employees, allocate duties, monitor performance and provide direction on work to be performed, as required;
- (b) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within a specific trade;
- (c) to be responsible for conducting training (including induction) and assessing competency.

TZ Tradesperson - Plumber

20.17 The requirements of a TZ Tradesperson - Plumber are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising employees;
- (d) to have the ability to work independently;
- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to possess and maintain the NSW Accredited General Construction Induction Card;
- (g) to possess and maintain a NSW (Class C) Drivers licence;
- (h) to have completed Trades Qualification as determined by Taronga;
- (j) to obtain and maintain a Tradesperson Certificate/Licence, as determined by Taronga, with relevant governing body i.e. NSW Fair Trading;
- (k) to undertake on the job training in the basic skills of other trades; and
- (l) to assist in conducting training (including induction) and assessing competency;

TZ Tradesperson - Plumber (Leading Hand)

20.18 The requirements of a TZ Tradesperson - Plumber (Leading Hand) in addition to the TZ Tradesperson - Plumber are:

- (a) to supervise employees including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores;
- (c) to be responsible for general management of all work within a specified trade;
- (d) to obtain and maintain valid licence as per NSW Fair Trading and Taronga's requirements;
- (e) to be responsible for conducting training (including induction) and assessing competency.

## Tradesperson - Electrician

20.19 The requirements of a Tradesperson - Electrician are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising employees;
- (d) to have the ability to work independently;
- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to have completed Trades Qualifications as determined by Taronga;
- (g) to obtain and maintain a Tradesperson Certificate/Licence, as determined by Taronga, with relevant governing body i.e. NSW Fair Trading;
- (h) to undertake on the job training in the basic skills of other trades; and
- (i) to possess and maintain the NSW Accredited General Construction Induction Card;
- (j) to possess and maintain a NSW (Class C) Drivers licence;
- (k) to assist in conducting training (including induction) and assessing competency;

## Tradesperson - Electrician (Leading Hand)

20.20 The requirements of a Tradesperson - Electrician (Leading Hand) in addition to the requirements of a Tradesperson - Electrician the duties are:

- (a) to supervise employees including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores;
- (c) to be responsible for general management of all work within a specified trade;
- (d) to obtain and maintain valid licence as per NSW Fair Trading requirements;
- (e) to be responsible for conducting training (including induction) and assessing competency.

## TWPZ Tradesperson

20.21 The requirements of a TWPZ Tradesperson are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising employees;
- (d) to have the ability to work independently;
- (e) to be responsible for a section of work following established priorities and work practices;
- (f) to have completed Trade/s Qualification as determined by Taronga;



- (g) to possess and maintain the NSW Accredited General Construction Induction Card;
- (h) to possess and maintain a NSW (Class C) Drivers licence;
- (i) to undertake on the job training in the basic skills of other trades; and
- (j) to assist in conducting training (including induction) and assessing competency;

#### TWPZ Tradesperson (Leading Hand)

20.22 The requirements of a TWPZ Tradesperson (Leading Hand) in addition to the requirements of a TWPZ Tradesperson are:

- (a) to supervise employees including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores and general management of all work within a specific trade;
- (c) to be responsible for conducting training (including induction) and assessing competency.

#### TWPZ Tradesperson - Plumber

20.23 The requirements of a TWPZ Tradesperson - Plumber are:

- (a) to be capable of full range of tradespersons' duties;
- (b) to be able to work without supervision;
- (c) to be capable of supervising employees ;
- (d) to possess and maintain the NSW Accredited General Construction Induction Card;
- (e) to possess and maintain a NSW Class C Drivers licence;
- (f) to have the ability to work independently;
- (g) to be responsible for a section of work following established priorities and work practices;
- (h) to have completed Trades Qualification as determined by Taronga;
- (i) to obtain and maintain a Tradesperson Certificate/Licence, as determined by Taronga, with relevant governing body i.e. NSW Fair Trading;
- (j) to undertake on the job training in the basic skills of other trades; and
- (k) to assist in conducting training (including induction) and assessing competency;

#### TWPZ Tradesperson - Plumber (Leading Hand)

20.24 The requirements of a TWPZ Tradesperson - Plumber (Leading Hand) in addition to the requirements of a TWPZ Tradesperson - Plumber are:

- (a) to supervise employees including allocating duties, monitoring performance and providing direction on work to be performed;
- (b) to be responsible for planning, coordinating and ordering of stores and general management of all work within a specified trade;

- (c) to exercise independent action;
- (d) To obtain and maintain valid licence as per NSW Fair Trading requirements;
- (e) to be responsible for conducting training (including induction) and assessing competency.

#### Senior Technician/Trades Specialist Grade 1

20.25 The requirements of a Senior Technician/Trades Specialist Grade 1 are:

- (a) Experience and competency in multiple trades;
- (b) Trade Qualification or equivalent experience as determined by Taronga;
- (c) to be responsible for conducting training (including induction) and assessing competency.
- (d) to supervise employees, allocate duties, monitor performance, provide direction on work to be performed;
- (e) to exercise independent action;
- (f) to possess and maintain the NSW Accredited General Construction Induction Card;
- (g) to possess and maintain a NSW (Class C) Drivers licence;

#### Senior Technician/Trades Specialist Grade 2

20.26 The requirements of a Senior Technician/Trades Specialist Grade 2 in addition to the requirements of a Senior Technician/Trades Specialist Grade 1 are:

- (a) to liaise with senior employees in other sections to ensure a co-ordinated approach to work;
- (b) to undertake available management courses and training;
- (c) to manage, guide, develop and support allocated team members to achieve individual and Taronga goals;
- (d) to drive the team's adoption of an enhanced customer focused approach; and

#### Works and Trades Supervisor

20.27 The requirements of a Works and Trades Supervisor are:

- (a) to be responsible for planning, co-ordinating, ordering of stores and general management of all work within the section;
- (b) to ensure asset maintenance work contributes to the presentation, safety, operation and maintenance of facilities, grounds and exhibits;
- (c) verify the work is completed relevantly and achieves Taronga standards;
- (d) to ensure employees under their leadership adhere to all Taronga policies, including work health, safety and environment requirements and the Code of Conduct.

#### Sky Safari Attendant

20.28 A casual employee, including nominated members of the Sky Safari rescue team, will be employed as a Sky Safari Attendant Grade 1.

20.29 The requirements of a Sky Safari Attendant Grade 1 are:

- (a) have less than 12 months relevant experience;
- (b) to assist with ensuring the good order and safe operation of Sky Safari cable cars;
- (c) to provide high levels of customer service including greeting, directing and assisting with entry and exit of Sky Safari passengers;
- (d) to perform general cleaning and tidying of Sky Safari cabins and platforms;
- (e) to work closely with other departments of Taronga to ensure a seamless experience for guests;
- (f) have performance monitored by close supervision; and
- (g) to undertake training as required and provided by Taronga, including Sky Safari Attendants training program.

20.30 The requirements of a Sky Safari Attendant Grade 2, in addition to the requirements of Sky Safari Attendant Grade 1, are:

- (a) more than 12 months relevant experience;

#### Sky Safari Operator

20.23 The requirements of a Sky Safari Operator, in addition to the requirements of Sky Safari Attendant Grade 2 are:

- (a) have a minimum 6 months relevant experience;
- (b) completion of Sky Safari Operator training and rescue team training;
- (c) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (d) to provide maintenance assistance as required;
- (e) to have performance monitored by supervision;
- (f) to complete relevant and required training as provided by Taronga,
- (g) possess and maintain a current Senior First Aid qualification; and

#### Senior Sky Safari Operator

20.24 The requirements of a Senior Sky Safari Operator, in addition to the requirements of Sky Safari Operator, are:

- (a) 2 years relevant experience;
- (b) to be fully conversant with the Sky Safari Evacuation Manual and all evacuation procedures;
- (c) to take operational control of Sky Safari terminal/s including the performance of regular safety checks and inspections; and
- (d) to provide maintenance assistance as required.

#### Cleaner

20.25 A casual Cleaner will be employed as a Cleaner Grade 1.

20.26 The requirements of a Cleaner Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to perform cleaning work of any description on Taronga premises for the greater part of any shift worked, including any of the following tasks, or combination of tasks as directed by Taronga, including the operation of mechanical or other forms of cleaning equipment for which the employee possesses relevant experience or training;
- (c) to distribute and maintain toilet and other requisites and cleaning materials in buildings or establishments including appropriate management of chemicals.
- (d) to clean carpets including operating equipment used in powder systems or liquid shampoo systems or hot water injection and extraction systems (commonly referred to as 'steam cleaning');
- (e) to clean windows and other glass panels and doors, as required;
- (f) to operate 'ride-on' powered sweeping machines, where relevant training has been provided;
- (g) to operate steam cleaning and pressure washing equipment on the exterior of buildings no higher than 2.5 metres on one level;
- (h) to perform customer service as required;
- (i) to have performance monitored by close supervision; and
- (j) to undertake relevant training as provided and required by Taronga.
- (k) to possess and maintain a NSW (Class C) Drivers licence

20.27 The requirements of a Cleaner Grade 2, in addition to the requirements of Cleaner Grade 1 are:

- (a) more than 12 months relevant experience;
- (b) to have performance monitored by general supervision and direction; and

20.28 The requirements of a Cleaner Grade 3, in addition to the requirements of Cleaner Grade 2, are:

- (a) to be able to work unsupervised and usually without detailed instructions;
- (e) to exercise independent action within established work practices;
- (f) to be able to supervise other workers within same classification;
- (e) to monitor stock levels (unsupervised);
- (f) to assist in the completion of quality assurance audits and facility maintenance audits; and
- (g) to deliver training as required.

Cleaner (Leading Hand)

20.29 The requirements of a Cleaner (Leading Hand), in addition to the requirements of Cleaner Grade 3, are:

- (a) to provide support and relief when required to Cleaning Supervisor/s;

- (b) to assist Cleaning Supervisor/s in general supervision of Grade 1, 2 and 3 cleaning duties, including allocating duties, monitoring performance and providing direction on work to be performed;
- (c) to perform tasks without supervision;
- (d) to order supplies, receive deliveries and perform administrative tasks as required;
- (e) to implement cleaning procedures and other relevant cleaning documentation;
- (f) to conduct quality assurance audits and facility maintenance audits;
- (g) possess and maintain a current Senior First Aid qualification; and

#### Cleaning Supervisor

20.30 The requirements of a Cleaning Supervisor in addition to the requirements of Cleaner Leading Hand are:

- (a) to ensure the clean presentation of Taronga premises by directing, co-ordinating and prioritising the work of cleaners;
- (b) to provide ongoing advice to support the preparation and implementation of rosters;
- (c) verify the work of Cleaners is completed as per established work practices and achieves Taronga standards;
- (d) to maintain building/s or section/s of Taronga premises;
- (e) to maintain cleaning equipment;
- (f) to develop and complete quality assurance audits and facility maintenance audits;
- (g) to perform general administration duties including computer based payroll systems, computer based record keeping systems, basic filing system management and other general administration duties

#### TWPZ Guest Experience Attendant

20.31 The requirements of a Guest Experience Attendant may include but are not limited to the following:

- (a) provide the highest level of customer service to guests;
- (b) meet and greet guests at any entry/exit point to Taronga premises and within the zoo grounds;
- (c) facilitate the hiring of bicycles and motorised carts to guests, including the non-mechanical maintenance, provision and storage of bicycles, motorised carts, helmets, and baskets; and identify any mechanical maintenance that is required to be performed;
- (d) perform financial transactions, including the operation of a cash register; collection, return and check of float/s; and processing of credit card transaction;
- (e) provide information and assistance to guests, including distributing event information/maps, operating attractions, issuing directions, checking tickets after point of sale and other value-adding customer activities;
- (f) provide guests with hire forms and operational instructions, including fitting equipment, completing forms, and checking equipment upon its return;
- (g) maintain bicycles and motorised carts and hire station in a clean and presentable manner; and

- (h) undertake on the job training as required and provided by Taronga.

Notes: Licensed drivers only are to operate motorised carts.

Built into the wage rate for this classification as set out in Schedule 1 of the Award is a component paid in lieu for any claims for shift loadings, except for a Public Holiday shift loading.

#### Guest Experience Officer

20.32 The requirements of a Guest Experience Officer are to perform any of the following tasks, or combination of tasks:

- (a) meet and greet guests at any point, provide queue management, direction, ticketing and distribute information;
- (b) operate Taronga car park including the management of car park spaces, traffic flow, collection of parking fees and issuing receipts;
- (c) undertake guest service duties as directed, including the provision of information to guests, distributing event information/maps, and assisting and escorting guests;
- (d) perform administrative/operational duties to support guest experience functions; and
- (e) undertake on the job training as required and provided by Taronga.
- (f) to possess and maintain a NSW (Class C) Drivers licence

#### Senior Guest Experience Officer

20.33 The requirements of a Senior Guest Experience Officer, in addition to the requirements of Guest Experience Officer, are:

- (a) more than 12 months relevant experience within a face to face Customer Service industry;
- (b) to support and assist Guest Experience Coordinator;
- (c) to provide reports to Guest Experience Coordinator as required including daily issues;
- (d) to identify WHS issues and generating work requisitions as necessary;
- (e) possess a current Senior First Aid qualification; and
- (f) to complete relevant and required training as provided by Taronga.

#### Guest Experience Coordinator

20.34 The requirements of a Guest Experience Coordinator, in addition to the requirements of Senior Guest Experience Officer, are:

- (a) more than 2 years supervisory relevant experience within the Customer Services, Tourism and/or Hospitality industry;
- (b) possess a current Senior First Aid qualification;
- (c) to undertake quality checks and complete logs throughout the day of public area presentation standards, including toilets, litter, food areas and relevant staffing levels and signage, and liaise with management and other departments of Taronga regarding same as required;

- (d) to report on the impact of construction on guest circulation and advise as to alternative solutions to improve guest experiences;
- (e) to report on guest impact of changes to animals on exhibit;
- (f) to resolve guest issues, consulting with management as relevant;
- (g) to assist in pre-show activities, tours and encounters;
- (h) to assist in briefings delivered by management;
- (i) to supervise or act as ‘meet and greet host’ for booked groups;
- (j) to supervise Guest Experience workers; and
- (k) to prepare and distribute daily reports of activities within the ground as required.

Note: Built into the Guest Experience Coordinator wage rates prescribed in Schedule 1, is a component paid for employees in this classification to be appointed by Taronga to the First Aid Response team and administer First Aid as and when required as an inherent requirement of the role of the Guest Experience Coordinator. This additional salary is in lieu of any claims for first-aid allowance.

#### Gatekeeper

20.35 The requirements of a Gatekeeper are:

- (a) while stationed at an entrance and/or exit, to control the movement of persons, vehicles, goods and/or property arriving or departing from Taronga premises or property, including the inspection of vehicles carrying loads of any description to ensure that the load and description of such goods is in accordance with the requirements of the relevant document and/or gate pass;
- (b) to perform area or door attendant/commissionaire role in a commercial building as required and where qualified;
- (c) to perform other security duties consistent with Security Officer Grade 1, for which the Gatekeeper is qualified, as directed; and
- (d) to undertake on the job training as required and provided by Taronga.

#### Security Officer

20.36 A casual Security Officer will be employed as a Security Officer Grade 1.

20.37 The requirements of a Security Officer Grade 1 are:

- (a) less than 12 months relevant experience;
- (b) to observe, guard and/or protect Taronga premises and/or property; including controlling access to and exit from premises; managing conflict; apprehending offenders; escorting and carrying valuables; providing for safety of persons; assisting in crowd management and maintaining effective relationships with clients, employees and guests of Taronga as part of a team;
- (c) to be fully conversant with Taronga’s Guest Experience and Security procedures relating to Taronga operations, premises and/or property, including emergency procedures for environmental controls of exhibits;
- (d) to be conversant with location and use of all Taronga fire fighting equipment, including service and maintenance requirements;

- (e) to provide a high level of customer and security related services, including Zoo patrols and assistance with operational issues relating to the guest experience;
- (f) to be fully conversant with procedures for accepting injured animals after hours;
- (g) to possess a current Security Industry Certificate, and relevant security licence (IAC); and
- (h) to undertake or have completed on the job training.
- (i) to possess and maintain a NSW (Class C) Drivers licence, including the ability to drive a manual vehicle

20.38 The requirements of a Security Officer Grade 2, in addition to the requirements of Security Officer Grade 1, are:

- (a) more than 12 months relevant experience; and
- (b) to undertake required training as required and provided by Taronga.

Senior Security Officer

20.39 The requirements of a Senior Security Officer, in addition to the requirements of a Security Officer Grade 2, are:

- (a) a minimum of 3 years industry service; and
- (a) to assist Management in the management of operations as required.

Assistant Security Manager

20.40 The requirements of an Assistant Security Manager, in addition to the requirements of a Senior Security Officer, are:

- (a) liaise with management and other departments of Taronga regarding general security matters;
- (b) to direct inquiries from the general public to relevant management;
- (c) to deputise for the Security Manager as required; and
- (d) to assist the Security Manager in the management of operations.
- (e) To engage and coordinate external security contractors on an as needs basis.

Security Manager

20.41 The requirements of a Security Manager, in addition to the requirements of an Assistant Security Manager, are:

- (a) to manage, plan and co-ordinate Taronga security operations including recruitment and training of employees and provide reports as requested, including monthly financial reports and yearly budget plans;
- (b) to co-ordinate emergency procedures;
- (c) to direct Security Officers and Gatekeepers in the daily operations of the security team;
- (d) to oversee and develop Security Officer and Gatekeeper rosters; and
- (e) to perform security duties, and be on-call to respond to security emergencies/matters.



Note: Built into the Security Manager wage rates prescribed in Schedule 1, is a component paid in lieu of any claims for on call allowance, shift and/or overtime rates, except for elective overtime provided under the Overtime clause of the Award.

J. WEBSTER, *Commissioner*

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Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (DEPARTMENT OF PLANNING AND ENVIRONMENT) SYDNEY OLYMPIC PARK AUTHORITY  
MANAGED SPORTS VENUES AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

This reprint of the consolidated award is published under the authority of the Industrial Registrar pursuant to section 390 of the *Industrial Relations Act 1996*, and under clause 6.6 of the *Industrial Relations Commission Rules 2022*.

I certify that the form of this reprint, incorporating the variations set out in the schedule, is correct as at 1 July 2023.

E. ROBINSON, *Industrial Registrar*

**Schedule of Variations Incorporated**

Variation Serial No.	Date of Publication	Effective Date	Industrial Gazette Reference	
			Volume	Page No.
C9731	22 September 2023	1 July 2023	395	346

**AWARD**

**Arrangement**

PART A

Clause No.	Subject Matter
1.	Title
2.	Parties and Definitions
3.	Intention
4.	Rates of Pay
5.	Classification Levels
6.	Income Protection Plan
7.	Hours of Work
8.	Full-Time, Part-Time, Temporary and Casual Employees
9.	Higher Duties
10.	Meal Breaks
11.	Overtime
12.	Public Holidays
13.	Sick Leave
14.	Personal Carer's Leave
15.	Bereavement Leave
16.	Parental Leave
17.	Leave for Matters Arising from Domestic Violence
18.	Terms of Engagement
19.	Training Wage
20.	Payment of Wages
21.	Annual Leave and Annual Leave Loading
22.	Long Service Leave
23.	Consultation and Union Access
24.	Labour Flexibility
25.	Uniforms and Protective Clothing
26.	Tools and Equipment
27.	Change Rooms

28. Redundancy
29. Major Interruption to Operations
30. Grievance and Dispute Resolution Procedures
31. Secure Employment
32. Work Health and Safety
33. No Extra Claims
34. Anti-Discrimination
35. Area, Incidence and Duration

#### PART B

Table 1 - Rates of Pay for Full Time Classifications under subclause 5.1

Table 2 - Hourly Rates of Pay for Casual Employees under subclause 5.2

Table 3 - Hourly Rates of Pay for Quaycentre Casual Event Staff Employees under subclause 5.3

Table 4 - Rates of Pay for full time classifications under subclause 5.4

Table 5 - Other Rates and Allowances for Classifications under subclause 5.4

### PART A

#### 1. Title

This Award will be known as the Crown Employees (Department of Planning and Environment) Sydney Olympic Park Authority Managed Sports Venues Award 2022.

#### 2. Parties and Definitions

2.1 This award has been made between the following parties:

Industrial Relations Secretary

Department of Planning and Environment

The Australian Workers' Union, New South Wales ("the AWU").

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

2.3 Employee means a person employed by the Government of NSW in the service of the Crown under Division 1, Part 4 of the *Government Sector Employment Act 2013* in the Sydney Olympic Park Authority, Department of Planning and Environment at the Aquatic, Athletic and Archery Centres or Satellite Sports Venues, or as a casual event staff employee or gymnastics program employee at the Quaycentre, in the classifications prescribed by this Award.

#### 3. Intention

3.1 The principal intentions of this award are:

- (i) To promote harmonious industrial relations for the Sydney Olympic Park Aquatic, Athletics, and Archery Centres, Satellite Sports Venues and Quaycentre;
- (ii) To maximise standards of service to the public and centres users, measured against those applying in the leisure and recreation industry nationally and internationally; and

- (iii) To provide a multi-skilled workforce.

#### 4. Rates of Pay

- 4.1 The minimum rates of pay for full time employees at the Aquatic, Athletics and Archery Centres and Satellite Sports Venues, employed in the classifications set out in subclause 5.1 of this award are contained in Table 1 of Part B of this award. A 30% penalty rate loading will be paid for hours worked on Saturday and 60% penalty rate loading for hours worked on Sunday as set out in Tables 2 and 3 in Part B.
- 4.2 A casual employee at the Aquatic, Athletics, and Archery Centres or Satellite Sports Venues, employed in the classifications set out in subclause 5.2, will be paid the appropriate hourly rate as set out in Table 2 of Part B
- 4.3 A casual event staff employee at the Quaycentre, employed in the classifications set out in subclause 5.3, will be paid the appropriate hourly rate as set out in Table 3 of Part B
- 4.4 The minimum rates of pay for full time gymnastics program employees employed in the classifications set out in subclause 5.4 are set out in Table 4 of Part B.
- 4.4.1 Junior Rates - A junior employee engaged at level 1, 2 or 3 in the classifications set out in subclause 5.4 will be paid at the following for that level:

Percentage of Appropriate Adult Rate	%
At sixteen years and under	55
At seventeen years	65
At eighteen years	75
At nineteen years	85
At twenty years	100

Provided that employees who hold recognised industry-wide qualifications and are required to act upon them at 18 years or older with at least 12 months experience will be paid the full adult rate of pay.

- 4.5 A casual employed in the classifications set out in subclause 5.4 will be paid either on an ordinary or 'all-up' basis as detailed below
- (i) Ordinary Casual - An ordinary casual will be paid 1/38 of the appropriate weekly rate provided for in Table 4 of Part B plus:
- (a) a 15 per cent loading (except when Saturday, Sunday, public holiday or night work penalties are paid); and
- (b) the equivalent of one-twelfth of the ordinary hourly rate of pay for a full-time employee for each hour worked.

An ordinary casual employee will be paid for a minimum engagement of three hours.

- (ii) All-up Casual - An all-up casual will be paid 1/38 of the appropriate weekly rate provided for in Table 4 of Part B plus a loading of 30 per cent for each hour worked.

This 30 per cent loading includes loadings applicable under this award for all work from Monday to Saturday including at night and increases to 60% for all work on Sundays and public holidays.

An all up casual employee will be paid for a minimum engagement of one hour.

- 4.6 Supervisory Loadings - an employee employed in the classifications set out in subclause 5.4 who is assigned by an employer to supervise other employees will be paid, in addition to the rates of pay

prescribed in subclause 4.4 and 4.5 of this clause, the following amount per week specified in Table 5 - Other Rates and Allowances, of Part B as follows:

- (a) In charge of up to 5 employees - Item 1;
  - (b) In charge of 6 and up to 10 employees - Item 2;
  - (c) In charge of 11 or more employees - Item 3;
  - (d) or pro rata amount per engagement for part-time and casual employees
- 4.7 An employee employed in the classifications set out in subclause 5.4 who is assigned by an employer to perform first aid duties and who holds a first aid certificate will be paid, an additional amount per week, or per shift, as set out in Item 4 of Table 5 - Other Rates and Allowances, of Part B.
- 4.8 A part-time or fulltime employee employed in the classifications set out in subclause 5.4 who is required to work more than one shift on any day will be paid the additional allowance per day, as set out in Item 5 of Table 5 - Other Rates and Allowances, of Part B.
- 4.9 A 30% penalty rate loading will be paid when required to work on Saturday and 60% penalty rate loading when required to work on Sunday.

## 5. Classification Levels

- 5.1 Classifications (Skill/Definitions) for full-time and part-time employees at the Aquatic, Athletic and Archery Centres and Satellite Sports Venues:

### 5.1.1 Level 1

Means an employee with no qualifications and who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

- (a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

- (b) Indicative of some of the tasks which an employee at this level may perform are:

Exercises basic keyboard skills;

General Attendant/Cashier duties which includes basic clerical, office assistance, kiosk duties involving customer turnover and cash handling, taking of bookings and tickets and general assistance in the day-to-day activities of the operation;

Maintains simple records;

Assists with administration of the Swim School Program;

Is directly employed as Car Park Attendant, Usher or Door Attendant who is engaged in a non-security capacity;

Receives, despatches, distributes, sorts, checks, documents, orders and records of goods and/or materials;

Is employed as a General Hand;

Assists in basic food preparation. Assists in taking orders and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages; and

Undertakes duties peripheral and ancillary to the above as required.

- (c) Progression to Level II will be dependent upon availability of role and successful application through comparative assessment.

#### 5.1.2 Level 2

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions/tours, under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises Intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate, holds and maintains life saving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision of and assistance to Level I employees; and

Is capable of and may perform Level 1 duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programs/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays e.g. pool attendant;

Safeguards individuals e.g. childcare attendants;

Undertakes cooking duties associated with basic foods e.g. snacks and grills. Takes orders and maintains cleanliness of customer space and service areas. Serves foods and beverages.

- (c) Progression to Level III will be dependent upon availability of role and successful application through comparative assessment.

#### 5.1.3 Level 3

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

- (a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;  
and

Is capable of and may perform the Level II and level I duties.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a Gym Exercise Specialist;

Co-ordinates Swim School, Customer Services, Tours and Health and Fitness Activities;

Maintains machinery, plant and technical equipment;

Undertakes secretarial duties;

In the absence of line supervisors, acts in an appropriate way to supervise the work areas to ensure delivery of services;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

- (c) Progression to Level IV will be dependent upon availability of role and successful application through comparative assessment.

#### 5.1.4 Level 4

Means an employee who is subject to broad guidance or direction and would report to more senior staff as required.

An employee at this level would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision.

- (a) An employee at this level:

Takes responsibility for ensuring the quality of their own work and exercises initiative, discretion and judgement at times in the performance of their duties;

Is directly responsible to the appropriate manager for the section or area of operation;

Assists with the management of the section or area of operation;

Has the delegated responsibility for the work under their control or supervision in terms of, inter alia, allocation of duties, co-ordinating workflows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work related problems where required;

Trains employees at Level III, II and I as required;

Is capable of and may perform the Level III, Level II and Level I duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Supervises Pool Attendants;

Supervises Athletic Centre employees;

Supervises Aquatic Centre employees;

Supervises Archery Centre Employees

Supervises Satellite Sports Venues employees

Supervises administrative and accounting operations;

Supervises information technology;

Supervises daily activities and operation of health and fitness activities;

Supervises maintenance employees;

Supervises café and concessions staff and operations

Undertakes specialist and higher level/more complex cooking duties and provides specialist input and advice into menu content and function operations.

5.2 Classifications (Skill/Definitions) for casual employees at the Aquatic, Athletic and Archery Centres:

#### 5.2.1 Casual Level A

Means an employee with no qualifications who performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Employees at this level may include the initial recruit who may have limited relevant experience.

(a) An employee at this level will be able to:

Communicate with the public in a courteous and tactful manner.

(b) Indicative of some of the tasks which an employee at this level may perform are:

Is employed as a Car Park Attendant;

Is employed as a Tour Guide;

Undertakes clerical duties including exercising basic keyboard skills, office assistance and maintenance of simple records;



Assists with the administration of the Swim School programme;

Receives, despatches, distributes, sorts, checks, documents, orders and records goods and/or materials;

Is employed as General Hand;

Assists in basic food preparation. Assists in taking orders and maintaining cleanliness of customer space and service areas. Serves basic foods and beverages.

Duties peripheral and ancillary to the above as required.

#### 5.2.2 Casual Level B

Means an employee who has undertaken structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists with the provision of on-the-job training to a limited degree;

Conducts individual or group activities/programs/sessions under supervision, only after commencing a recognised course or undergoing accredited training;

Exercises intermediate keyboard skills with instructions;

Works in a team environment under routine supervision;

Where appropriate holds and maintains lifesaving and first aid qualifications recognised as being appropriate for the safe and effective conduct of duties involving public and employee health and safety;

Works from instructions or procedures;

Has an understanding of general office procedures;

Co-ordinates duties under the direction of a Level III employee;

Provides general supervision and assistance of Level A employees; and

Is capable of and may perform duties of a Level A - casual employee.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as a cashier involved in kiosk duties including customer turnover and cash handling, taking of bookings and tickets and assists generally in the day-to-day activities of the operation;

Takes classes and directs leisure activities;

Supervises public swimming;

Attends to health and safety of the public;

Sells programmes/tickets and gives change;

Co-ordinates events and bookings;

Undertakes receptionist duties;

Undertakes office administrative duties;

Attends to equipment and displays e.g., pool attendant, athletic track attendants; archery attendant.

Safeguards individuals e.g. childcare attendants.

Undertakes cooking duties associated with basic foods e.g. snacks and grills. Takes orders and maintains cleanliness of customer space and service areas. Serves foods and beverages.

### 5.2.3 Casual Level C

Means an employee who has completed structured training recognised by the industry as relevant and appropriate to perform work within the scope of this level.

(a) An employee at this level:

Assists in the provision of on-the-job training where applicable;

Exercises discretion within one's own level of skill and training;

Takes responsibility for the quality of one's work (subject to routine supervision);

Exercises good keyboard skills and knowledge of office procedures/equipment/systems;

Is capable of and may perform Level A and Level B duties.

(b) Indicative of some of the tasks which an employee at this level may perform:

Is employed as Gym Exercise Specialist;

Is employed as Head Coach;

Undertakes general cooking duties and assists with specialist cooking duties. Performs higher level waiting and customer service duties.

In the absence of Line Supervisors, acts in an appropriate way to supervise the work Areas to ensure delivery of services.

## 5.3 Classifications (Skill/Definitions) for casual event staff employees at the Quaycentre:

### 5.3.1 Level 1

(a) An employee at this level:

Has no qualifications and performs duties of a routine nature, requiring the use of minimum judgement and supervision.

Includes the initial recruit who may have limited relevant experience.

Communicates with the public in a courteous and tactful manner.

Works under close supervision and undergoes on-the-job training,

(b) Indicative of some of the tasks which an employee at this level may perform:

would perform the function of car parking attendant, door attendant, door attendant or usher cashier (including basic clerical and office duties including answering the phone).

Upon completion of 400 hours of employment at Level 1, an employee will be reclassified to Level 2.

#### 5.3.2 Level 2

- (a) An employee at this level:  
Has undertaken structured training recognised by the Centre's management as being relevant; or

Completed 400 hours employment at the level required of a Level 1 operative or equivalent work within the leisure and recreation or venue management sector.

works in a team environment under routine supervision and assists with the provision of on-the-job training to a limited degree.

Where appropriate, holds and maintain first-aid qualifications recognised as being in accord with the safe and effective conduct of duties involving public and employee health and safety.

- (b) Indicative of some of the tasks which an employee at this level may perform:

Program selling/merchandise selling;

Processing ticket sales and bookings;

Conduct tours of the Centre or associated facilities;

Supervise uniform room.

#### 5.3.3 Level 3

- (a) An employee at this level:

exercises discretion within one's own level of skill and training and has delegated responsibility for work under their control or supervision in terms of allocation of duties, co-ordinating workflows, checking progress, quality of work and resolving problems, as well as counselling staff for performance and work-related problems where required.

- (b) Indicative of some of the tasks which an employee at this level may perform:

trains new employees at Levels 1 and 2 and supervises a discrete section or group;

acts as an assistant theatre manager or event co-ordinator/client liaison, audio visual technician.

#### 5.3.4 Level 4

- (a) An employee at this level:

is subject to broad guidance or direction,

reports to more senior staff as required.

would have worked or studied in a relevant field and/or have specialist knowledge, qualifications and experience sufficient to enable them to advise on a range of activities and features and contribute, as required, to the determination of objectives, within their delegated area of supervision, including box office management, theatre craft, event management, publicity and promotion.

#### 5.4 Classifications (Skill/Definitions) for gymnastics program employees at the Quaycentre:

##### 5.4.1 Level 1

- (a) An employee at this level:

is an employee who is undertaking training which may include information on the employer's business, conditions of employment, introduction of supervisors and fellow workers, training and career path opportunities, occupational health and safety, equity, and quality assurance.

An employee at this level performs routine duties essentially to the level of his/her training:

exercises minimal judgement;

works under direct supervision;

- (b) whilst undertaking structured training/learning the employee may be engaged in one or more of the following duties:

- undertakes basic safety checks of equipment and the floor area;

- provides gymnastic instruction to classes by following programmed lessons/activities;

- judges gymnastic performance for Industry Levels 1-3;

- undertakes set-ups and pull-downs, under supervision;

- prepares participant injury reports.

##### 5.4.2 Level 2

- (a) An employee at this level:

has completed the Industry recognised level of training so as to enable him/her to perform work within the scope of this level. An employee at this level performs work above and beyond the skills of an employee at Level 1 and to the level of his/her training.

works from instructions or procedures and works under direct supervision either individually or in a team environment.

- (b) is primarily engaged in one or more of the following duties:

- instructs classes up to Industry Level 3;

- develops lower level gymnastics programs/lessons;

- judges gymnastic performance for Industry Levels 1-6;

- attends external basic competitions with program participants;

- undertakes set ups and pull downs.

##### 5.4.3 Level 3

- (a) An employee at this level:

has completed structured training recognised by the industry as relevant and appropriate to perform within the scope of this level.

is responsible for the quality of their own work subject to routine supervision either individually or in a team environment;

exercises discretion within their level of skills and training;

assists in the provision of on-the-job training of employees at Levels 2 and 1 where applicable.

(b) Indicative of some of the tasks which an employee at this level may perform:

- instructs classes up to Industry Level 6;
- judges gymnastic performance for Industry Levels 1-6
- develops gymnastics programs/lessons of an intermediate nature;
- attends external higher level competitions with program participants;
- certifies completion of safety checks for equipment and the floor area;
- Undertakes set ups and pull downs;
- discusses routine participant issues with parents.

#### 5.4.4 Level 4

(a) An employee at this level:

Must be capable of performing the indicative skills of a Level 3 employee and must also be able to work from complex instructions:

(b) Indicative of some of the tasks which an employee at this level may perform:

- instructs classes up to Industry Level 10;
- coordinates activities across the gymnastics floor area.
- supervises set up and pull downs;
- assesses participant ability for progression and competition participation.

#### 5.4.5 Level 5

(a) An employee at this level:

has an Advanced Industry qualification and is competent to perform work within the scope of this level.

An employee at this level is responsible for supervision, training and co-ordination of employees within their respective work area to ensure delivery of service.

(b) Indicative of some of the tasks which an employee at this level may perform:

- Instructs advanced and elite program classes;
- organises competition entry;

- develops gymnastics programs/lessons of an advanced and elite nature;
- makes decisions on participants' progression;
- works with Levels 1 to 4 to address/correct participant technique/capability/progression issues;
- discusses program and participant matters with parents;

#### 5.4.6 Level 6

- (a) An employee at this level:

is engaged in supervising, training and co-ordinating staff and is responsible for the maintenance of service and operational standards and exercises substantial responsibility and independent initiative and judgement with a requisite knowledge of their specific field and of the employer's business.

would hold formal technical qualifications relevant to the employer which are required by the employer to perform the job, and

would have worked in a relevant field and have specialist knowledge and experience, sufficient for them to give advice and/or guidance to their organisation and/or clients in relation to specific areas of their responsibility.

- (b) Indicative of some of the tasks which an employee at this level may perform:

- general supervision of gymnastics centre and program;
- Instruct elite program classes;
- develop gymnastics programs/lessons of an elite nature;
- centre administration involving supervision of staff and systems and co-ordinating competitions;
- develops in-house training programs for instructors
- prepares reports for management on program performance and program initiatives,
- discusses a broad range of program/participant matters with parents.
- may represent the program or centre in external forums where requested and approved.

### 6. Income Protection Plan

- 6.1 All full-time, part-time and casual employees at the Aquatic, Athletic and Archery Centres, and Satellite Sports Venues who are members of the AWU to whom this award applies will be covered by the Sickness and Accident Income Protection Plan approved and endorsed by the AWU (provided by Chifley Financial Services). It is a term of this award that the employer will bear the costs of 1.55% of gross weekly pay per week per member towards providing income protection with a maximum payment of \$4.55 per week for casuals.
- 6.2 All Quaycentre casual event staff and gymnastic program employees employed in classifications provided in Clause 5 who are members of the union to whom this award applies will be covered by the Sickness and Accident Income Protection Plan approved and endorsed by The Australian Workers' Union. It is a term of this award that the employer will bear the costs of a daily premium of \$1.00 per employee per day worked to cover employees who are members of the union

## 7. Hours of Work

- 7.1 The Hours of Work for Aquatic, Athletic and Archery Centres', Satellite Sports Venues and Gymnastics Program employees at the Quaycentre (excepting gymnastic program casual staff) are those outlined at subclauses 7.2 to 7.5 below. Hours of Work for Quaycentre casual event staff employees are outlined at clause 7.6. Hours of Work for Quaycentre casual gymnastic program employees are outlined at subclause 7.7.
- 7.2 The ordinary hours of work, exclusive of mealtimes, will not exceed an average of 38 hours per week, between the hours of 4.30 am and 11.00 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved seven clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.3 The employer will arrange the working of the thirty-eight hour week in one of the following ways:
- 7.3.1 by employees working less than eight hours per day;
- 7.3.2 by employees working less than eight hours on one or more days in each week; or
- 7.3.3 by working up to ten hours on one or more days in the week.
- 7.4 Employees other than maintenance employees, pool attendants, and those employees employed in the gym will be entitled to receive 4 sets of 2 consecutive days off in each 28 day period.
- 7.5 Notwithstanding the provision of subclause 7.1 & 7.3 the employer and employee may agree to change the rostered time of ordinary hours by one week's notice or with the consent of the employee at any time.
- 7.6 The ordinary hours of work for Quaycentre casual event staff employees will be rostered, between the hours of 7.00 am and 11.30 pm. The ordinary hours of work may be extended to 2.00 am to cover special events, provided that management gives all employees involved 7 clear days' notice of the extension of ordinary hours, or upon agreement between the employer and employee.
- 7.7 The ordinary hours of work for Quaycentre gymnastics program casual employees will be up to 8 hours on any shift
- 7.8 All ordinary work by a gymnastics program employee, including an ordinary casual, on a Saturday will be paid at the ordinary time classification rate of pay plus a penalty equal to 30 per cent of the employee's ordinary time classification rate of pay. All ordinary work by a gymnastics program employee, including an ordinary casual on a Sunday will be paid at the ordinary time classification rate of pay plus a penalty equal to 60 per cent of the employee's ordinary time classification rate of pay.

## 8. Full-Time, Part-Time, Temporary and Casual Employees

- 8.1 An employee at the Aquatic, Athletic or Archery Centres or the Satellite Sports Venues, or an employee at the Quaycentre engaged in a classification under subclause 5.4 will be engaged as either a full-time, part-time, temporary or casual employee. Quaycentre event staff engaged under this Award will be engaged as casual employees.
- 8.2 A full-time employee is an employee who is engaged to work an average 38 hours per week.
- 8.3 A part-time employee is an employee engaged to work a minimum of 10 hours work per week. A part-time employee will receive sick leave, annual leave and long service leave on a pro rata basis.
- 8.4 A casual employee is an employee engaged and paid as such. A casual employee at the Aquatic, Athletic and Archery Centres or Satellite Sports Venues will be paid the appropriate hourly rate as set out in Table 2 of Part B. A casual event staff employee at the Quaycentre will be paid the hourly rate as set out in Table 3 of Part B. A casual employee at the Quaycentre engaged in a classification under Clause 5.4 will be paid either on an ordinary or 'all-up' basis as set out in subclause 4.5

- 8.5 The casual hourly rate contained in this award, contains a component in lieu of any entitlement to sick leave, paid bereavement leave, paid personal carer's leave, annual leave and annual leave loading.
- 8.6 A casual employee, except as provided for in subclauses 8.7 and 4.5 (ii) will receive a minimum payment of 3 hours for each engagement.
- 8.7 Casual employees involved in the presentation or conducting of sports, games and training e.g. instructors, will receive a minimum payment of one hour, except those so engaged at the Sydney Athletic Centre, and casual event staff at the Quaycentre engaged in a classification under subclause 5.3, who will receive a minimum payment of 3 hours.
- 8.8 Casual rosters may be changed by management provided that shifts are not shortened to less than the minimums referred to in 8.7.
- 8.9 A temporary employee is an employee who is employed on a full-time or part-time basis for a fixed period. An employee who is engaged on this basis will be notified in writing of the dates on which their engagement will commence and cease. The commencing and ceasing dates may be varied by agreement subject to the provisions of the *Government Sector (GSE) Act 2013*, GSE Regulation 2014 and the GSE Rules.

### **9. Higher Duties**

- 9.1 An employee required to perform the entire function of a role attracting a higher level under the award will, on each occasion, be paid the entire difference between their own salary and the salary of the higher role on the fifth and subsequent days of acting up to the higher role.
- 9.2 The parties to the Award agree that employees required to be in charge of the Pool Deck (that is employees who are rostered on to open and close the Aquatic Centre) will at all times be paid at Level 3 or above.

### **10. Meal Breaks**

- 10.1 The provisions of subclauses 10.2 to 10.6 apply to employees of the Aquatic, Athletic and Archery Centres and Satellite Sports Venues
- 10.2 Employees will be entitled to an unpaid meal break of 30 minutes which will be taken no more than five hours after commencing duty.
- 10.3 Employees working more than six hours per day (excluding breaks) will also be entitled to two paid ten minutes rest breaks either side of the unpaid meal break.
- 10.4 The employer and employee will determine the time at which a rest break will be taken.
- 10.5 Where an employee is required to work in excess of ten ordinary hours, discussions will occur between the employee and his/her supervisor as to whether an additional unpaid meal break of 30 minutes is warranted and if so, the time at which that meal break should be taken.
- 10.6 Staff engaged as casual pool attendants will be given a paid break of 10 minutes within three hours of commencing duty, with a further paid break of ten minutes should work be required after six hours, in lieu of the provisions outlined in subclause 10.2 above.
- 10.7 Quaycentre casual event staff employees who are required to work on any shift for more than 5 hours will be entitled to a paid meal break of 30 minutes which should be taken no more than 5 hours after commencing duty.
- 10.8 Quaycentre gymnastics program employees will be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour not more than 5 hours after commencing duty.



- 10.9 Notwithstanding the provisions of subclause 10.1 and 10.8 the employer and employee can determine the appropriate time to take a meal break by mutual agreement.

### 11. Overtime

- 11.1 The provisions of subclauses 11.2 to 11.6 apply to employees of the Aquatic, Athletic and Archery Centres, Satellite Sports Venues and Gymnastic Program staff at the Quaycentre, excluding casual gymnastic program employees.
- 11.2 All time worked in excess of an average of thirty-eight hours in any one week outside the spread of hours prescribed in subclause 7.1 of this award or in excess of ten hours in one day will be paid as overtime or given as time off in lieu.
- 11.3 All excess hours must be authorised by the appropriate supervisor in each section, prior to any overtime being worked.
- 11.4 By mutual agreement, excess hours will be paid as overtime or taken off, as time off in lieu. Time off in lieu will be at the overtime rate of time and a half for the first two hours and double time thereafter. This means each excess hour worked will entitle an employee to either one and a half or two hours as time off in lieu. All accrued time off in lieu will be taken two months after it falls due unless there is mutual agreement between the employer and employee to do otherwise. The maximum number of hours to be accrued at any time is 38.
- 11.5 Where it is impracticable for the excess hours to be taken off as time off in lieu, it will be paid for at the rate of time and one half for the first two hours and double time thereafter for overtime worked Monday to Saturday. All overtime worked on a Sunday will be paid at double time.
- 11.6 An employee (other than a casual employee) who works so many excess hours between the termination of ordinary work on one day and the commencement of ordinary work on the next day, that the employee has not had at least ten (10) consecutive hours off duty between those times, will be released after the completion of such overtime until ten (10) consecutive hours has been allowed without loss of pay for ordinary working time occurring during such absence.
- 11.7 Overtime will be paid to Quaycentre casual event staff employees where
- (a) the hours of work exceed 10 in any day;
  - (b) the hours of work extend beyond the time limits specified in subclause 7.6,
  - (c) the employee receives less than a 10-hour break between work on consecutive days
- 11.8 Overtime for Quaycentre casual event staff employees will be paid on the hourly rates contained in Table 3 of Part B, based on time and one half for the first 2 hours and double time for each hour worked thereafter calculated to the nearest quarter hour for overtime worked Monday to Saturday. All overtime worked on a Sunday will be paid at double time.
- 11.9 Overtime for casual gymnastic program staff will be paid on the loaded casual rate (i.e. 15 per cent or 30 per cent) based on time and one half for the first 2 hours and double time for each hour worked in excess of 8 hours, calculated to the nearest quarter hour for overtime worked Monday to Saturday. All overtime worked on a Sunday will be paid at double time.

### 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, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or any additional public holidays or substituted public holidays proclaimed for the State of New South Wales under the *Public Holidays Act 2010*, will be holidays and no deduction will be made in respect of such holidays from the wages due to any employee (except casuals) for the week in which such holiday or holidays occur.

- 12.2 Provided that the abovementioned holiday may be substituted for another day off by agreement between the employer and employee(s) to be taken within one (1) month of the said holiday or adjacent to a period of annual leave.
- 12.3 Any fulltime or part-time employee, including a temporary employee, who is required to work on a public holiday will be entitled to either time and one half hours pay for each hour worked as well as a day off in lieu at a time mutually agreed; or double time and one half for each hour worked on the public holiday. Casual employees (but not including Quaycentre casual event staff employees) who are required to work on a public holiday will be entitled to double time and one half of the base rate of pay for each hour work on the public holiday. Quaycentre casual event staff employees who are required to work on a public holiday will be paid at the hourly rate applicable in Table 3
- 12.4 Full time, part time and temporary employees who are absent from work on the day before or the day after a public holiday will provide the employer with proof of sickness (by way of a medical certificate) prior to receiving payment for those days.
- 12.5 A shift worker rostered off duty on a Public Holiday will elect to be paid one day's pay for that Public Holiday or to have one day added to his/her annual holidays for each such day;
- 12.6 A full-time, part-time or temporary employee, who presents proof of purchase of a ticket to the Union's Picnic Day function, at least ten calendar days in advance of the event, will be entitled to paid leave to attend the function. The Union will advise management at least three months prior to the event of any change of date to the Picnic, which will otherwise be held on the first Monday in December.

### **13. Sick Leave**

- 13.1 A fulltime employee who has been employed prior to 1 January 2019 will be entitled to ten days sick leave per year of service. Effective from 1 January 2019 a full-time employee is entitled to 15 days sick leave per year of service. Part-time employees will be entitled to a proportionate amount of sick leave.
- 13.2 If the full period of sick leave is not taken in any one year, the whole or untaken portion will accumulate from year to year.
- 13.3 An employee will not be entitled to sick leave for any period in respect of which such employee is entitled to worker's compensation.
- 13.4 Where an employee is ill or incapacitated on a rostered day off or not rostered on a shift will not be entitled to sick pay on that day nor will his/her entitlement to sick leave be reduced as a result of such illness or incapacity.
- 13.5 Where an employee is absent for more than one consecutive day, or more than five single days in a year, the employee will provide the employer with a doctor's certificate.
- 13.6 The employee, wherever possible, will, prior to the commencement of the absence on sick leave, inform the employer of their inability to attend for duty and as far as practicable, the estimated duration of the absence.

### **14. Personal Carer's Leave**

- 14.1 Use of Sick Leave:
- 14.1.1 An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subclause 14.1.6 (b), who needs the employee's care and support, will be entitled to use, in accordance with this clause, any current or accrued sick leave entitlement, provided for in clause 13, Sick Leave, for absences to provide care and support, for such persons, when they are ill, or who require care due to an unexpected emergency. Such leave may be taken for part of a single day.

14.1.2 Note: In the unlikely event that more than 10 days sick leave in any year is to be used for caring purposes the employer and employee will discuss appropriate arrangements which, as far as practicable, take account of the employer's and employee's requirements.

14.1.3 Where the parties are unable to reach agreement the disputes procedure at Clause 30 should be followed.

14.1.4 The employee will, if required

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

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

14.1.6 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) The employee being responsible for the care and support of the person concerned; and
- (b) The person concerned being:
  - (i) a spouse of the employee, or
  - (ii) a de facto spouse, who is a person of the opposite sex to the employee, who lives with the employee as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (v) a relative of the employee who is a member of the same household, where for the purpose of this clause:

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

"affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

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

14.1.7 An employee will, wherever practicable, give the employer notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will notify the employer by telephone of such absence at the first opportunity on the day of absence.

**14.2 Use of Unpaid Leave:**

14.2.1 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a class of person set out in subclause 14.1.6 (b) who is ill, or who requires care due to an unexpected emergency.

**14.3 Use of Annual Leave:**

14.3.1 An employee may elect, with the consent of the employer, subject to the *Annual Holidays Act* 1944, to take annual leave not exceeding ten days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.

14.3.2 Access to annual leave, as prescribed in subclause 14.3.1, will be exclusive of any shutdown period provided for elsewhere under this award.

**14.4 Use of Time Off in Lieu of Payment of Overtime:**

14.4.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 2 months of the said election.

14.4.2 Overtime taken as time off during ordinary time hours will be available at the rate of time and one half for the first two hours worked and double time thereafter.

14.4.3 If, having elected to take time in lieu of payment of overtime in accordance with subclause 14.4.1, the time in lieu is not taken, for whatever reason, payment for time accrued at overtime rates will be made at the expiry of the 2 month period or on termination.

14.4.4 Where no election is made in accordance with subclause 14.4.1, the employee will be paid overtime rates in accordance with the award.

**14.5 Use of Make-Up Time:**

14.5.1 An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

**14.6 Personal Carer's Entitlement for Casual Employees**

14.6.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 14.1.6 (b) who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

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

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

**15. Bereavement Leave**

15.1 A full-time or part-time employee, including a temporary employee, will be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of death within Australia of a member of the employee's family or household (as defined in subclause 14.1.6 (b)).

- 15.2 An employee will not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- 15.3 Bereavement leave may be taken in conjunction with other leave available under subclauses 14.2, 14.3, 14.4 and 14.5. Where such other available leave is to be taken in conjunction with bereavement leave, consideration will be given to the circumstances of the employee and the reasonable operational requirements of the employer.
- 15.4 Bereavement Leave for casual employees
- 15.4.1 Subject to the evidentiary and notice requirements in subclause 14.1.4, casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause 14.1.6 (b).
- 15.4.2 The employer and the employee will agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- 15.4.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

## 16. Parental Leave

- 16.1 Refer to Part 4 of Chapter 2 of the *Industrial Relations Act 1996* (NSW). The following provisions will also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- 16.2 An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
- (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.
- 16.3 Right to request
- An employee entitled to parental leave may request the employer to allow the employee:
- 16.3.1 to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks;
- 16.3.2 to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- 16.3.3 to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.
- 16.4 The employer will consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- 16.5 Employee's request and the employer's decision to be in writing
- 16.5.1 The employee's request and the employer's decision made under subclause 16.4 and 16.5 must be recorded in writing.

**16.6 Request to return to work part-time**

Where an employee wishes to make a request under subclause 16.3 such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

**16.7 Communication during parental leave**

16.7.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer will take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and
- (b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.

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

16.7.3 The employee will also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph 16.7.1.

**17. Leave for Matters Arising from Domestic Violence**

17.1 For the purposes of this clause Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

17.2 Leave entitlements provided for in clause 13, Sick leave and clause 14, Personal carer's leave, may be used by employees experiencing domestic violence.

17.3 Where the entitlements referred to in subclause 17.2 are exhausted, the employer will grant up to five days paid special leave to be used for absences from the workplace to attend to matters arising from domestic violence situations.

17.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service, or a Lawyer.

17.5 Personal information concerning domestic violence will be kept confidential by the employer.

17.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number, and email address.

**18. Terms of Engagement**

18.1 Full-time and part-time employees at the Aquatic, Athletics and Archery Centres and Satellite Sports Venues employed in classifications under subclause 5.1 will be engaged by the week and their engagement will only be terminated by the employer or employee giving the notice prescribed below, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.

Levels 1 & 2	1 week
Level 3	2 weeks
Level 4	4 weeks

- 18.2 A temporary employee will be employed for a fixed period. The engagement of a temporary employee may be varied by agreement between the employer and employee. Notwithstanding the above provisions, a fixed term contract may be terminated by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice thereof.
- 18.3 Full-time and part-time gymnastics program employees employed in classifications under subclause 5.4 will be engaged by the week and their engagement may be terminated by the employer or employee giving one week's notice, or by payment or forfeiture, as the case may be of the appropriate wages in lieu of notice.
- 18.4 The provisions outlined in subclauses 18.1 and 18.2 will not affect the right of an employer to dismiss any employee without notice for misconduct or other neglect of duty.
- 18.5 The employer will have the right to deduct payment for the time of non-attendance by any employee who fails to attend for duty, or absents himself/herself from duty, without leave.

### **19. Training Wage**

- 19.1 See the Theatrical Employees (Training Wage) (State) Award.

### **20. Payment of Wages**

- 20.1 Wages will be paid fortnightly by Electronic Funds Transfer.

### **21. Annual Leave and Annual Leave Loading**

- 21.1 Full-time and part-time employees employed on or prior to 19 April 1999 will receive annual leave of five weeks per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.2 Part time employees employed after 19 April 1999 will be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.3 Full-time employees employed after 19 April, 1999 will be entitled to annual leave of five weeks per annum plus 17.5% annual leave loading, upon the completion of twelve months service.
- 21.4 Full-time and part-time gymnastics program employees employed in the classifications under subclause 5.4 will be entitled to four (4) weeks paid annual leave per annum plus 17.5% Annual Leave Loading, upon the completion of twelve months service.
- 21.5 The loading referred to in subclauses 21.1, 21.2, 21.3 and 21.4 above will be paid to all weekly employees upon the anniversary of their entitlement, as a lump sum.
- 21.6 Temporary employees who are engaged on a contract of less than twelve months will be entitled to annual leave loading, provided that they have been employed as either a casual or weekly employee for a period of longer than twelve months in total, as on aggregate of full-time, part-time or casual employment.
- 21.7 Cashing out of Annual leave
- 21.7.1 Full-time and part-time employees who are entitled to annual leave of 5 weeks per annum under subclause 21.1 or subclause 21.3 will be able to elect to cash out 1 weeks annual leave, on a single occasion, once in each calendar year. This provision does not apply to employees who accrue 4 weeks annual leave per annum under subclauses 21.2 and 21.4
- 21.7.2 Employees wishing to cash out leave will indicate their intention in writing, or by email.

21.7.3 The cashing out of leave under subclause 21.7 is not available to employees, where the cashing out of leave would result in the employee's leave balance reducing to below 4 weeks at the time of cashing out.

21.8 Clause 21 does not apply to casual employees

## **22. Long Service Leave**

22.1 The New South Wales *Long Service Leave Act 1955* applies.

## **23. Consultation and Union Access**

23.1 A meeting will be held every two months between employee representatives, the Union Official and the Director of the Sydney Olympic Park Sports Venues for the purpose of discussing matters affecting the employment, productivity and efficiency at the Sydney Olympic Park Sports Venues.

23.2 The Employer recognises the rights of employees to elect union delegates as their representative for the purposes of this Award and to enhance the consultative mechanism.

23.3 Where operational matters permit, and subject to sufficient notice to management, accredited union delegates will be allowed reasonable time in work hours to prepare for and meet with management, a union official or employees they represent on urgent matters affecting union members. Management agreement will not be unreasonably withheld.

Collective meetings of employees with a union official or accredited union delegate will be held during a lunch or other work break or outside hours unless otherwise agreed by management.

23.4 The Employer will provide accredited delegates with reasonable access to the following facilities for authorised union activities

23.4.1 Computer for word processing and related purposes, email, telephone, photocopier, facsimile machine and a private meeting room, if and when necessary.

23.4.2 Access to a notice board for material authorised by the union. The Employer will have the right to decline the posting of material at its discretion but will not unreasonably do so.

23.5 Union Delegates will be allowed to undertake the following activities without deduction from ordinary time earnings, subject to operational requirements and management agreement. Management will not unreasonably withhold agreement.

23.5.1 Up to 6 days per annum for training courses conducted by the union or a training provider nominated by the union; or to attend union conferences or industry meetings.

23.5.2 Attendance at, and reasonable preparation time for, industrial proceedings that directly affects the area or employee(s) that the union delegate represents.

23.5.3 Presenting information on the union and union's activities at induction sessions for new employees

## **24. Labour Flexibility**

24.1 Employees covered by this award will perform all work within their skill and competence including but not limited to work which is incidental but not peripheral to their main tasks and functions.

## **25. Uniforms and Protective Clothing**

25.1 Where employees are required to wear a uniform they will be provided to the employee free of charge. Employees required to work in the rain will be provided with oilskins, gumboots or other protective clothing, free of charge.



- 25.2 Upon termination of employment all uniforms and property belonging to the employer will be returned by the employee to the employer properly laundered and/or in working order.

## **26. Tools and Equipment**

- 26.1 All tools and equipment required by the employees to perform their duties will be provided by the employer, free of charge. Any other authorised work-related expenses will be reimbursed to the employee subject to satisfactory verification of the expense.

## **27. Change Rooms**

- 27.1 The employer will provide a change room for the use of the employees, free of charge. Such change room will be equipped with hot and cold showers and will be fitted with individual locker accommodation.

## **28. Redundancy**

- 28.1 Application of this clause.

28.1.1 This clause will apply in respect of fulltime and part-time employees as defined in clause 8

28.1.2 This clause will not apply to employees with less than one year's continuous service

28.1.3 This clause will not apply where employment is terminated as a consequence of conduct that warrants dismissal, or in the case of employees engaged for a specific period of time, or for a specified task or tasks, where employment is terminated due to the ordinary turnover of labour.

- 28.2 Employer to Notify and Discuss Change

28.2.1 Where the employer has made a definite decision to introduce major changes that are likely to have significant effects on employees, for example in structure, technology and or program/service delivery, the employer will notify the employees who may be affected by the proposed changes and the union to which they belong

28.2.2 The employer will discuss with the employees affected and the union to which they belong, among other matters, the introduction of the changes referred to in paragraph 28.2.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and will give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

28.2.3 The discussion will commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in 28.2.1

28.2.4 For the purpose of such discussion, the employer will provide to the employees concerned, and the union to which they belong, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer will not be required to disclose confidential information the disclosure of which would adversely affect the employer.

28.2.5 Where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone, pursuant to paragraph 28.2.1, and that decision may lead to the termination of employment, the employer will hold discussions with the employees directly affected and with the union to which they belong as early as practicable.

28.2.6 The discussions referred to in 28.2.5 will cover, among other matters any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned, the number and categories of employees likely to be affected, and the number of workers normally employed, and the period over which the terminations are likely to be carried out.

## 28.3 Notice of Termination of Employment

28.3.1 In order to terminate the employment of an employee for reasons arising from "structure", or "program/service delivery", in accordance with 28.2.1, the employer will 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

28.3.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice

28.3.3 Payment in lieu of the notice in 28.3.2 will 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

## 28.4 Notice for Technological Change

28.4.1 In order to terminate the employment of an employee for reasons arising from "technology" in accordance with 28.2.1, the employer will give to the employee three months' notice of termination

28.4.2 Payment in lieu of the notice above will 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.

28.4.3 The period of notice required by this subclause to be given will be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.

## 28.5 Time Off During the Notice Period

28.5.1 During the period of notice of termination given by the employer, an employee will 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.

28.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee will, at the request of the employer, be required to produce proof of attendance at an interview or the employee will not receive payment for the time absent.

28.5.3 Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee will be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee will not be entitled to payment in lieu of notice.

## 28.6 Transfer to Lower Paid Duties

28.6.1 Where an employee is transferred to lower paid duties for reasons set out in 28.2.1 the employee will be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

## 28.7 Severance Pay

28.7.1 Where an employee is to be terminated pursuant to clause 28, subject to further order of the Industrial Relations Commission, the employer will pay the following severance pay in respect of a continuous period of service:

- (a) If an employee is under 45 years of age, the employer will pay in accordance with the following scale

Years of Service	Under 45 Years Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years old or over, the entitlement will be in accordance with the following scale:

Years of Service	45 Years and over Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and will include, in addition to the ordinary rate of pay, over award payments, shift penalties and any allowances.

28.7.2 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph 28.7.1 if the employer obtains acceptable alternative employment for an employee.

### 29. Major Interruption to Operations

- 29.1 Although a rare event, external factors such as acts of God or malicious acts by a third party or parties, or industrial action, breakdown of machinery or any other act or omission for which the employer is not responsible may result in the closure of the Centres.
- 29.2 In the first instance options for staff to work at another location will be investigated.
- 29.3 In instances where this is not possible, staff will be given the opportunity to access available annual and/or long service leave entitlements.
- 29.4 Where staff are not able to be placed in work pursuant to clause 29.2 or do not elect to access leave entitlements pursuant to clause 29.3, either party may make an application to the Industrial Relations Commission pursuant to s126 of the *Industrial Relations Act* 1996 for a stand down order.

### 30. Grievance and Dispute Resolution Procedures

- 30.1 Procedures relating to grievances of individual employees.

- 30.1.1 The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- 30.1.2 A grievance must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- 30.1.3 Reasonable time limits must be allowed for discussion at each level of authority.
- 30.1.4 At the conclusion of the discussion, the employer must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- 30.1.5 While a procedure is being followed, normal work must continue.
- 30.1.6 The employee may be represented by a union party to this award for the purpose of each procedure.
- 30.1.7 The grievance may be referred to the New South Wales Industrial Relations Commission by any party for conciliation or arbitration if the matter is unresolved following the use of the above procedure.
- 30.2 Procedures relating to disputes etc. between the employer and its employees.
- 30.2.1 A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher level of authority.
- 30.2.2 Reasonable time limits must be allowed for discussion at each level of authority.
- 30.2.3 While a procedure is being followed, normal work must continue.
- 30.2.4 The employer may be represented by an industrial organisation of employers and the employees may be represented by a union party to this award for the purpose of each procedure.
- 30.2.5 If the dispute resolution process is exhausted without the dispute being resolved, the parties may jointly or individually refer the matter to the NSW Industrial Relations Commission for conciliation and/or arbitration.

### **31. Secure Employment**

#### **31.1 Objective of this Clause**

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

#### **31.2 Casual Conversion**

31.2.1 A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months will thereafter have the right to elect to have his or her casual contract of employment converted to ongoing full-time employment, or ongoing part-time employment, if the employment is to continue beyond the conversion process prescribed by this clause.

31.2.2 Every employer of such a casual employee will give the employee notice in writing of the provisions of this clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this clause if the employer fails to comply with this notice requirement.

- 31.2.3 Any casual employee who has a right to elect under paragraph 31.2.1, upon receiving notice under paragraph 31.2.2 or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer will consent to or refuse the election, but will not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so will be fully stated and discussed with the employee concerned, and a genuine attempt will be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 31.2.4 Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (i) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- 31.2.5 If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 31.2.3, the employer and employee will, in accordance with this clause, and subject to paragraph 31.2.3, discuss and agree upon:
- (a) whether the employee will convert to fulltime or part-time employment; and
- (b) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award or pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);
- Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- 31.2.6 Following an agreement being reached pursuant to paragraph 31.2.5, the employee will 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 will be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- 31.2.7 An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this clause.
- 31.2.8 The parties recognise the seasonal nature of casual employment at the Centres and acknowledge that regular and systematic work may extend over a number of months on a seasonal basis, but not over the full year. These circumstances will constitute valid grounds for the employer to not unreasonably refuse an employee's election to convert to fulltime or part time employment (in accordance with paragraph 31.2.3) where the seasonal nature of the work can be demonstrated.
- 31.2.9 This clause does not apply to casual event staff employees at the Quaycentre in the classification described in subclause 5.3.

### 32. Work Health and Safety

#### 32.1 Work Health and Safety

32.1.1 For the purposes of this clause, the following definitions will 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.

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

- (a) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
- (b) provide employees of the labour hire business and/or contract business with appropriate workplace 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.

32.1.3 Nothing in clause 32 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*.

#### 32.2 Disputes Regarding the application of this clause

32.2.1 Where a dispute arises as to the application or implementation of this clause, the matter will be dealt with pursuant to the disputes settlement procedure of this award.

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

32.4 The parties to this agreement are committed to continuous improvement in work health and safety (WHS) standards through the implementation of an organisational framework, involving all parties in protecting workers' health and safety.

In addition to initial work health and safety training for employee representatives, employee representatives may undertake one day per annum refresher training at a course, conference or seminar, chosen in consultation with the employer.

### 33. No Extra Claims

- 33.1 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. Anti-Discrimination

- 34.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 34.2 It follows that in fulfilling their obligations under the dispute resolution 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.
- 34.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 34.4 Nothing in this clause is to be taken to affect:
- (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) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 34.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- 34.6 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.

### 35. Area, Incidence and Duration

- 35.1 This award will regulate the terms and conditions of employment of employees:
- (a) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the *Government Sector Employment Act 2013* in the Sydney Olympic Park Authority, Department of Planning and Environment in the classifications prescribed by this Award at the Sydney Olympic Park Aquatic, Athletic and Archery Centres, and Satellite Sports Venues, and
  - (b) not classified as staff members of the management team.
  - (c) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the *Government Sector Employment Act 2013* in the Sydney Olympic Park Authority, Department of Planning and Environment in the classifications prescribed by this Award in connection with (whether indoors or outdoors) any fixture, event, exhibition or performance at the Sydney Olympic Park Quaycentre, or associated facilities.

- (d) of the Government of NSW employed in the Public Service under Division 1, Part 4 of the *Government Sector Employment Act 2013* in the Sydney Olympic Park Authority, Department of Planning and Environment in the classifications prescribed by this Award, in connection with the gymnastics program, at the Sydney Olympic Park Quaycentre, or associated facilities.
- 35.2 This award will not apply to employees employed in a security capacity in or in connection with, or in or about (whether indoors or outdoors), the Sydney Olympic Park Aquatic Centre, Sydney Olympic Park Athletic Centre, the Sydney Olympic Park Archery Centre, the Sydney Olympic Park Quaycentre and the Satellite Sports Venues.
- 35.3 This award will not apply to employees at the Quaycentre who from time to time may perform functions covered by the classification structure in subclause 5.3, who are engaged by the week.
- 35.4 This award is made following an application by the Sydney Olympic Park Authority, Department of Planning and Environment, under section 10 of the *Industrial Relations Act 1996* and rescinds and replaces the Sydney Olympic Park Authority Managed Sports Venues Award 2021 published on 20 January 2023 (393 I.G. 1087) and all variations thereof.
- The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) have been included in the award.
- 35.5 The award will operate from 1 July 2022 and remain in force until 30 June 2024.

## PART B

**Table 1 - Rates of Pay for Full-Time Classifications under subclause 5.1**

Classification Level	Salary from the first full pay period on or after 1 July 2022 (2.53%) \$	Salary from the first full pay period on or after 1 July 2023 (4%) \$
Level 1	46,175	48,022
Level 2	51,934	54,011
Level 3	57,717	60,026
Level 4	69,239	72,009

**Table 2 - Hourly Rates of Pay for Casual Employees under subclause 5.2**

Classification Level	Hourly Rates from the first full pay period on or after 1 July 2022 (2.53%) \$	Saturday from the first full pay period on or after 1 July 2022 (30% penalty rate loading) \$	Sunday from the first full pay period on or after 1 July 2022 (60% penalty rate loading) \$	Hourly Rates from the first full pay period on or after 1 July 2023 (4%) \$	Saturday from the first full pay period on or after 1 July 2023 (30% penalty rate loading) \$	Sunday from the first full pay period on or after 1 July 2023 (60% penalty rate loading) \$
Level A	27.00	35.10	43.20	28.08	36.50	44.93
Level B	28.82	37.48	46.12	29.97	38.98	47.96
Level C	30.65	39.84	49.05	31.88	41.43	51.01



**Table 3 - Hourly Rates of Pay for Quaycentre Casual Event Staff Employees under subclause 5.3**

Classification Level	Monday to Friday from the first full pay period on or after 1 July 2022 (2.53%) \$	Saturday from the first full pay period on or after 1 July 2022 (30% penalty rate loading) \$	Sunday from the first full pay period on or after 1 July 2022 (60% penalty rate loading) \$	Public holidays from the first full pay period on or after 1 July 2022 (2.53%) \$	Monday to Friday from the first full pay period on or after 1 July 2023 (4%) \$	Saturday from the first full pay period on or after 1 July 2023 (30% penalty rate loading) \$	Sunday from the first full pay period on or after 1 July 2023 (60% penalty rate loading) \$	Public holidays from the first full pay period on or after 1 July 2023 (4%) \$
Level 1	25.71	33.43	41.13	53.45	26.74	34.77	42.78	55.59
Level 2	27.54	35.80	44.06	57.44	28.64	37.23	45.82	59.74
Level 3	30.65	39.85	49.05	63.67	31.88	41.44	51.01	66.22
Level 4	36.46	47.40	58.34	75.83	37.92	49.30	60.67	78.86

**Table 4 - Rates of Pay for Full-Time Classifications under subclause 5.4**

Classification Level	Salary from the first full pay period on or after 1 July 2022 (2.53%) \$	Salary from the first full pay period on or after 1 July 2023 (4%) \$
Level 1	746.00	775.80
Level 2	769.00	799.80
Level 3	801.00	833.00
Level 4	829.00	862.20
Level 5	879.00	914.20
Level 6	969.00	1007.80

Junior Rates for Levels 1, 2 and 3	Percentage of Appropriate Adult Rate %
At 16 years and under	55
At 17 years	65
At 18 years	75
At 19 years	85
At 20 years	100

**Table 5 - Other Rates and Allowances for Classifications under subclause 5.4**

Item No.	Clause No.	Brief Description	Amount Per Week Salary from the first full pay period on or after 1 July 2022 \$	Amount Per Week Salary from the first full pay period on or after 1 July 2023 \$
1	4.6(a)	Supervisory loadings - up to 5 employees	31.00	32.25
2	4.6(b)	Supervisory loadings - 6 to 10 employees	42.00	43.70
3	4.6(c)	Supervisory loadings - 11 or more employees	57.00	59.30
4	4.7	First-aid allowance	15.00 3.00	15.60 3.10
5	4.8	Broken Shift Allowance	16.00	16.64

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(045)

**SERIAL C9749**

## **CROWN EMPLOYEES (HOUSEHOLD STAFF - DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 323306 of 2023)

Before Commissioner Webster

13 October 2023

### **VARIATION**

1. Delete subclause 3.2 of clause 3, Dictionary, of the award published 16 December 2022 (393 I.G. 630) and insert in lieu thereof the following:
- 3.2 "Union" means United Workers' Union, New South Wales Branch.
2. Delete the year "2023" in subclause 27.1 of clause 27, No Extra Claims and insert in lieu thereof the year "2024".
3. Delete Schedule A - Monetary Rates, and insert in lieu thereof the following:

### **SCHEDULE A**

#### **MONETARY RATES**

**Table 1 - Wages**

Clause 9 - Wages	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
<b>Household Staff Grade 1</b>		
Kitchen Hand or Useful Cleaner	874.90	909.90
Room Attendant	874.90	909.90
Dining Room Attendant	874.90	909.90
Laundry Attendant	874.90	909.90
Stores Steward	874.90	909.90
<b>Household Staff Grade 2</b>		
Butcher (casual)	884.70	920.10
Cook (unqualified)	884.70	920.10
<b>Household Staff Grade 3</b>		
Laundry Supervisor	911.40	947.90
Cook (qualified)	911.40	947.90
Dining Room Supervisor	911.40	947.90
Housekeeper/Cleaning Supervisor	911.40	947.90
<b>Household Staff Grade 4</b>		
First Cook (qualified)	958.70	997.00
<b>Household Staff Grade 5</b>		
Catering Supervisor	1001.50	1041.60

**Table 2 - Allowances**

	Weekly Rate effective from the first full pay period on or after 1.7.22 (2.53%) \$	Weekly Rate effective from the first full pay period on or after 1.7.23 (4%) \$
Clause 12.2 Broken Shift Allowance	13.19	13.72

4. This variation will take effect from the first full pay period on or after 1 July 2023.

J. WEBSTER, *Commissioner*

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**CROWN EMPLOYEES (NSW DEPARTMENT OF PREMIER AND  
CABINET) - MUSEUM OF APPLIED ARTS AND SCIENCES  
ELECTRICAL PREPARATORS AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 328568 of 2023)

Before Chief Commissioner Constant

17 October 2023

**VARIATION**

1. Delete the definition of "Department", "Department Head" and "Industrial Relations Secretary" of clause 3, Definitions, of the award published 16 December 2022 (393 I.G. 651) and insert in lieu thereof the following:

"Department" means the NSW Department of Communities and Justice.

"Department Head" means the Secretary of the NSW Department of Communities and Justice.

"Industrial Relations Secretary" means the Secretary of the Premier's Department as defined in s49 of the Act.

2. Delete the words "Crown Employees (Skilled Trades) Award 2021" in paragraph 6.3.1 of subclause 6.3 of clause 6, General Conditions of Employment and insert in lieu thereof the following:

"Crown Employees (Skilled Trades) Award 2022"

3. Delete the date "30 June 2023" in clause 12, No Extra Claims and insert in lieu thereof the date "30 June 2024".

4. Delete Table 1 - Rates of Pay of Part B, Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Rates of Pay**

Clause 5 - Wage Rates	From the first full pay period on or after 1.7.22 (2.53%) (per year) \$	From the first full pay period on or after 1.7.23 (4%) (per year) \$
<b>Electrical Preparator - Grade 1</b>		
Year 1	67,407.00	70,103.00
Year 2	69,261.00	72,031.00
Year 3	71,201.00	74,049.00
<b>Electrical Preparator - Grade 2</b>		
Year 1	73,900.00	76,856.00
Year 2	76,788.00	79,860.00
<b>Senior Electrical Preparator - Grade 1</b>		
Year 1	79,952.00	83,150.00
Year 2	81,407.00	84,663.00

N. CONSTANT, *Chief Commissioner*

(013)

**SERIAL C9751**

## **CROWN EMPLOYEES (SECURITY AND GENERAL SERVICES) AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 323106 of 2023)

Before Commissioner Webster

13 October 2023

### **VARIATION**

1. Delete the definition of "Union" in clause 3, Definitions, of the award published 16 December 2022 (393 I.G. 668) and insert in lieu thereof the following:

Union means the United Workers' Union - New South Wales Branch.

2. Delete the words "United Voice - New South Wales Branch" in paragraph (b) of subclause (xxi) of clause 4, Contract of Employment and insert in lieu thereof the words "United Workers' Union - New South Wales Branch."
3. Delete the date "30 June 2023" in clause 33, No Extra Claims and insert in lieu thereof the date "30 June 2024".
4. Delete Part B - Monetary Rates, and insert, in lieu thereof, the following:

### **PART B**

#### **MONETARY RATES**

**Table 1 - Rates of Pay**

Rates of pay for this award are now contained in the Crown Employees Wages Staff (Rates of Pay) Award 2022.

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Classification		
Security Officer		
Grade 1	981.00	1020.20
Grade 2	1015.50	1056.10
Grade 3	1061.90	1104.40
General Services Officer		
Grade 1	875.50	910.50
Grade 2	950.90	988.90
Grade 3	981.00	1020.20
Part-time Employees (Per hour) -		
General Services Officer Grade 2 (Cleaners)	27.10	28.20

## Application to school based employees of the Department of Education

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Classification		
Security Officer		
Grade 1	1057.50	1084.30
Grade 2	1094.20	1121.90

**Table 2 - Work Related Allowances**

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
Clause 9 - Additional Rates			
(i)	Leading Hands Allowance: (per week)		
	1 - 5 employees	42.00	43.70
	6 - 10 employees	47.80	49.70
	11-15 employees	62.30	64.80
	16-20 employees	72.00	74.90
	Over 20 employees - for each employee over 20 an additional amount is paid	72.00 0.51	74.90 0.53
(ii)	Qualification allowance (per week)	28.30	29.40
(iii)	First Aid Allowance (per week)	21.70	22.60
(iv)	Boiler Attendants Certificate (per week)	18.40	19.10
(v)	Refrigeration Drivers Certificate (per week)	18.40	19.10
(vi)	Contingency Allowance (per week)		
	1-10 Hours per week	11.70	12.20
	11 to 25 hours per week	17.90	18.60
	26 to 38 hours per week	24.20	25.20
(vii)	Toilet allowance (per week)	14.40	15.00
(viii)	Multi-Purpose Machines Allowance - per shift	3.98	4.14
(ix)	Furniture removal allowance - per shift	3.55	3.69
(x)	Torches - per shift	1.13	1.18
(xi)	Laundry allowance - per shift	2.42	2.52
(xii)	Locomotion allowance - per shift	38.50	40.04
(xiii)	Bicycle allowance - per shift	3.07	3.19
Clause 10. Shift Allowances			
(iii)(a)	Broken Shifts allowance (per day)	17.68	18.39
(iii)(b)	Excess Fares allowance (per week)	11.20	11.60
Clause 13. - General Conditions			
(iii)	Accommodation deduction (per week)	22.00	22.90

## Application to school based employees of the Department of Education

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
(i)	Leading Hands Allowance (per week)		

	1 - 5 employees	45.40	47.20
	6 - 10 employees	51.30	53.40
	11-15 employees	67.30	70.00
	16-20 employees	77.70	80.80
	Over 20 employees - for each employee over 20 an additional amount is paid	77.70 0.55	80.80 0.57
(vi)	Contingency Allowance (per week)		
	1-10 Hours per week	12.50	13.00
	11 to 25 Hours per week	19.30	20.10
	26 to 38 Hours per week	26.00	27.00

5. This variation will take effect from the first full pay period on or after 1 July 2023.

J. WEBSTER, *Commissioner*

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(745)

SERIAL C9747

**CROWN EMPLOYEES (TRANSPORT DRIVERS, &c.) AWARD 2022**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 323603 of 2023)

Before Chief Commissioner Constant

17 October 2023

**VARIATION**

1. In clause 8, delete the date "30 June 2023" in clause 8, No Extra Claims, of the award published 16 December 2022 (393 I.G. 731) and insert in lieu thereof the date "30 June 2024".
2. Delete the Table 1 - Rates of Pay of Part B - Monetary Rates, and insert in lieu thereof the following:

**Table 1 - Rates of Pay****Crown. Employees (Transport Drivers, &c.) Award - Rates of Pay**

Clause 2 Wages	Classification	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
<b>1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms</b>			
(a)	Up to 295 -	1006.80	1047.10
(b)	Over 2950 and up to 4650	1015.50	1056.10
(c)	Over 4650 and up to 6250	1023.70	1064.60
(d)	Over 6250 and up to 7700	1023.70	1064.60
(e)	Over 7700 and up to 9200	1034.50	1075.90
(f)	Over 9200 and up to 10800	1034.50	1075.90
(g)	Over 10800 and up to 12350	1043.60	1085.30
(h)	Over 12350 and up to 13950	1043.60	1085.30
(i)	Over 13950 and up to 15500	1051.70	1093.80
(j)	Over 15500 and up to 16950	1061.90	1104.40
(k)	Over 16950 and up to 18400	1061.90	1104.40
(l)	Over 18400 and up to 19750	1061.90	1104.40
(m)	Over 19750 and up to 21100	1061.90	1104.40
(n)	Over 21100 and up to 22450	1070.20	1113.00
(o)	Over 22450 and up to 23850	1070.20	1113.00
(p)	Over 23850 and up to 25200	1070.20	1113.00
(q)	Over 25200 and up to 26550	1080.70	1123.90
(r)	Over 26550 and up to 27900	1080.70	1123.90
(s)	Over 27900 and up to 29300	1080.70	1123.90
(t)	Over 29300 and up to 30650	1080.70	1123.90
(u)	Over 30650 and up to 32000	962.00	1000.50
(v)	Over 32000 and up to 33350	962.00	1000.50
(w)	Over 33350 and up to 34750	1099.80	1143.80
(x)	Over 34750 and up to 36100	1099.80	1143.80
(y)	Over 36100 and up to 37450	1099.80	1143.80
(z)	Over 37450 and up to 38800	1099.80	1143.80

(aa)	Over 38800 and up to 40200	1110.90	1155.30
(ab)	Over 40200 and up to 41550	1110.90	1155.30
(ac)	Over 41550 and up to 42900	1110.90	1155.30
(ad)	Over 42900 and up to 44250	1119.90	1164.70
(ae)	Over 44250 and up to 45650	1119.90	1164.70
2. Drivers of mobile cranes - employed in connection with the carriage and delivery of goods, merchandise and the like performance of work incidental to the loading, unloading, handling and/or placement of goods - where the mobile crane has a lifting capacity in kilograms			
(a)	Up to and not exceeding 3050	1023.70	1064.60
(b)	Over 3050 and not exceeding 5100	1034.50	1075.90
(c)	Over 5100 and not exceeding 6100	1043.60	1085.30
(d)	Over 6100 and not exceeding 7100	1043.60	1085.30
(e)	Over 7100 and not exceeding 8100	1043.60	1085.30
(f)	Over 8100 and not exceeding 9150	1043.60	1085.30
(g)	Over 9150 and not exceeding 10150	1051.70	1093.80
(h)	Over 10150 and not exceeding 11200	1051.70	1093.80
(i)	Over 11200 and not exceeding 12200	1051.70	1093.80
(j)	Over 12200 and not exceeding 13200	1061.90	1104.40
(k)	Over 13200 and not exceeding 14200	1061.90	1104.40
(l)	Over 14200 and not exceeding 15250	1061.90	1104.40
(m)	Over 15250 and not exceeding 16250	1061.90	1104.40
(n)	Over 16250 and not exceeding 17250	1070.20	1113.00
(o)	Over 17250 and not exceeding 18300	1070.20	1113.00
(p)	Over 18300 and not exceeding 19300	1070.20	1113.00
(q)	Over 19300 and not exceeding 20300	1070.20	1113.00
(r)	Over 20300 and not exceeding 21350	1080.70	1123.90
(s)	Over 21350 and not exceeding 22350	1080.70	1123.90
(t)	Over 22350 and not exceeding 23350	1080.70	1123.90
(u)	Over 23350 and not exceeding 24400	1080.70	1123.90
(v)	Over 24400 and not exceeding 25500	1080.70	1123.90
(w)	Over 25500 and not exceeding 26400	1080.70	1123.90
(x)	Over 26400 and not exceeding 27450	1080.70	1123.90
(y)	Over 27450 and not exceeding 28450	1089.10	1132.70
(z)	Over 28450 and not exceeding 29450	1089.10	1132.70
(aa)	Over 29450 and not exceeding 30500	1080.70	1123.90
And for each additional 1000 kg or part thereof over		0.41	0.43
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	1023.70	1064.60
(b)	Over 4500 to 9100	1043.60	1085.30
(c)	Over 9100 kg	1051.70	1093.80
4. Drivers of prime movers - where the crane has a lifting capacity of			
(a)	Up to 20350 kg	1034.50	1075.90
(b)	Over 20350 kg	1061.90	1104.40
5. Extra Hands		984.60	1024.00

3. This variation will take effect from the first full pay period on or after 1 July 2023.

N. CONSTANT, *Chief Commissioner*

## CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 322498 of 2023)

Before Chief Commissioner

17 October 2023

### VARIATION

1. Delete the title of the Award published 11 October 2022 (392 I.G. 1123) and insert, in lieu the following:

## CROWN EMPLOYEES WAGES STAFF (RATES OF PAY) AWARD 2022

2. Delete the year “2023” in clause 3, No Extra Claims and insert, in lieu thereof the year “2024”.
3. Delete Schedules B, C and D of Part B, Monetary Rates and insert in lieu thereof the following:

### PART B MONETARY RATES

#### SCHEDULE B - RATES OF PAY

##### Crown Employees (Security and General Services) Award - Rates of Pay

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
<b>Security Officer</b>		
Grade 1	981.00	1020.20
Grade 2	1015.50	1056.10
Grade 3	1061.90	1104.40
<b>General Services Officer</b>		
Grade 1	875.50	910.50
Grade 2	950.90	988.90
Grade 3	981.00	1020.20
<b>Part-time Employees (Per hour) -</b>		
General Services Officer Grade 2 (Cleaners)	27.10	28.20

## Application to school based employees of the Department of Education

Clause 7 Rates of Pay	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Security Officer Grade 1	1057.50	1099.80
Grade 2	1094.20	1138.00

**Crown Employees (Skilled Trades) Award - Rates of Pay**

Classification - Clause 3. All up Rate - includes Industry Allowance, Special Loading, Trade Allowance	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Bespoke Bootmaker	1034.50	1075.90
Blacksmith	1131.60	1176.90
Body Maker, First Class	1120.20	1165.00
Boilermaker and/or Structural Steel Tradesperson	1120.20	1165.00
Boot or Shoe Repairer	1015.50	1056.10
Bricklayer	1120.20	1165.00
Bridge and Wharf Carpenter	1120.20	1165.00
Cabinet Maker	1162.70	1209.20
Carpenter and/or Joiner	1120.20	1165.00
Coach and/or Spray Painter	1120.20	1165.00
Drainer	1131.60	1176.90
Electrical Fitter	1194.70	1242.50
Electrical Instrument Fitter	1251.20	1301.20
Electrical Mechanic	1194.70	1242.50
Electrician in Charge of Plant having a capacity of 75 Kilowatts or more	1273.70	1324.60
Electrician in Charge of Plant having a capacity of less than 75 Kilowatts	1216.60	1265.30
Electronics Tradesperson	1372.60	1427.50
Farrier	1131.60	1176.90
Fitter	1120.20	1165.00
Forger and/or Faggoter	1120.20	1165.00
French Polisher	1162.70	1209.20
Machinist, A Grade (Woodworking)	1120.20	1165.00
Machinist, First Class (Metal Trades)	1140.30	1185.90
Marker-off	1131.60	1176.90
Mechanical Tradesperson-Special Class (as defined)	1182.80	1230.10
Motor Mechanic	1120.20	1165.00
Painter	1120.20	1165.00
Panel Beater	1120.20	1165.00
Patternmaker	1154.00	1200.20
Plant Electrician	1261.10	1311.50
Plant Mechanic	1120.20	1165.00
Plasterer	1120.20	1165.00
Plumber and/or Gasfitter	1131.60	1176.90
Radio Mechanic or Fitter	1194.70	1242.50
Refrigeration and/or Air Conditioning	1194.70	1242.50

Saw Doctor	1194.70	1242.50
Sawyer, No. 1 Benchperson	1140.30	1185.90
Scalemaker and/or Adjuster	1120.20	1165.00
Scientific Instrument Maker	1154.00	1200.20
Sewing Machine Mechanic	1120.20	1165.00
Sheetmetal Worker, First Class	1120.20	1165.00
Shipwright and/or Boatbuilder	1120.20	1165.00
Signwriter	1154.00	1200.20
Slater and Tiler	1120.20	1165.00
Stonemason	1120.20	1165.00
Stonemason-Carver	1194.70	1242.50
Tilelayer	1120.20	1165.00
Toolmaker	1154.00	1200.20
Toolsmith	1131.60	1176.90
Trimmer (Motor)	1120.20	1165.00
Turner	1120.20	1165.00
Watchmaker	1099.90	1143.90
Welder, Special Class	1131.60	1176.90
Welder, First Class	1120.20	1165.00

**WAGES FOR APPRENTICES**

Apprentices shall receive as minimum weekly rates of pay, the following:

(i)

Four Year Term	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
1st year	484.40	503.80
2nd year	637.10	662.60
3rd year	816.10	848.70
4th year	941.40	979.10

Wages for apprentices employed by the Department of Education

Four Year Term	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
1st year	522.30	543.20
2nd year	687.20	714.70
3rd year	880.20	915.40
4th year	1015.50	1056.10

(ii) An apprentice who has passed the prescribed annual technical college examinations for the preceding year shall be paid an additional weekly allowance of \$1.30. Payment of this allowance is subject to a satisfactory report as to conduct, punctuality and workshop progress by his/her supervisor. Such additional allowance shall be payable from the beginning of the first pay period commencing in January following the examinations.

- (iii) An apprentice who, in any year fails to complete a subject or subjects but completes them concurrently with passing the succeeding year's examinations, shall be deemed to qualify for payment of the allowance specified in this subclause for the succeeding year as if he had not initially failed to complete the subject or subjects.
- (iv) All wages shall be paid on a weekly basis: It shall be an implied term of any contract of apprenticeship that the employing Authority may deduct from the weekly wage of an apprentice an amount proportionate to the time lost by an apprentice for any reason not considered satisfactory to the employing Authority.
- (v) Apprentice patternmakers shall be paid the sum of \$1.30 per week in addition to the wage rates prescribed for apprentices in subclause (i).

**Crown. Employees (Transport Drivers, &C.) Award - Rates of Pay**

Clause 2 Wages	Classification	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
<b>1. Drivers of motor wagons - having a manufacturer's gross vehicle mass in kilograms</b>			
(a)	Up to 295 -	1006.80	1047.10
(b)	Over 2950 and up to 4650	1015.50	1056.10
(c)	Over 4650 and up to 6250	1023.70	1064.60
(d)	Over 6250 and up to 7700	1023.70	1064.60
(e)	Over 7700 and up to 9200	1034.50	1075.90
(f)	Over 9200 and up to 10800	1034.50	1075.90
(g)	Over 10800 and up to 12350	1043.60	1085.30
(h)	Over 12350 and up to 13950	1043.60	1085.30
(i)	Over 13950 and up to 15500	1051.70	1093.80
(j)	Over 15500 and up to 16950	1061.90	1104.40
(k)	Over 16950 and up to 18400	1061.90	1104.40
(l)	Over 18400 and up to 19750	1061.90	1104.40
(m)	Over 19750 and up to 21100	1061.90	1104.40
(n)	Over 21100 and up to 22450	1070.20	1113.00
(o)	Over 22450 and up to 23850	1070.20	1113.00
(p)	Over 23850 and up to 25200	1070.20	1113.00
(q)	Over 25200 and up to 26550	1080.70	1123.90
(r)	Over 26550 and up to 27900	1080.70	1123.90
(s)	Over 27900 and up to 29300	1080.70	1123.90
(t)	Over 29300 and up to 30650	1080.70	1123.90
(u)	Over 30650 and up to 32000	962.00	1000.50
(v)	Over 32000 and up to 33350	962.00	1000.50
(w)	Over 33350 and up to 34750	1099.80	1143.80
(x)	Over 34750 and up to 36100	1099.80	1143.80
(y)	Over 36100 and up to 37450	1099.80	1143.80
(z)	Over 37450 and up to 38800	1099.80	1143.80
(aa)	Over 38800 and up to 40200	1110.90	1155.30
(ab)	Over 40200 and up to 41550	1110.90	1155.30
(ac)	Over 41550 and up to 42900	1110.90	1155.30
(ad)	Over 42900 and up to 44250	1119.90	1164.70
(ae)	Over 44250 and up to 45650	1119.90	1164.70

2. Drivers of mobile cranes			
- employed in connection with the carriage and delivery of goods, merchandise and the like performance of work incidental to the loading, unloading, handling and/or placement of goods			
- where the mobile crane has a lifting capacity in kilograms			
(a)	Up to and not exceeding 3050	1023.70	1064.60
(b)	Over 3050 and not exceeding 5100	1034.50	1075.90
(c)	Over 5100 and not exceeding 6100	1043.60	1085.30
(d)	Over 6100 and not exceeding 7100	1043.60	1085.30
(e)	Over 7100 and not exceeding 8100	1043.60	1085.30
(f)	Over 8100 and not exceeding 9150	1043.60	1085.30
(g)	Over 9150 and not exceeding 10150	1051.70	1093.80
(h)	Over 10150 and not exceeding 11200	1051.70	1093.80
(i)	Over 11200 and not exceeding 12200	1051.70	1093.80
(j)	Over 12200 and not exceeding 13200	1061.90	1104.40
(k)	Over 13200 and not exceeding 14200	1061.90	1104.40
(l)	Over 14200 and not exceeding 15250	1061.90	1104.40
(m)	Over 15250 and not exceeding 16250	1061.90	1104.40
(n)	Over 16250 and not exceeding 17250	1070.20	1113.00
(o)	Over 17250 and not exceeding 18300	1070.20	1113.00
(p)	Over 18300 and not exceeding 19300	1070.20	1113.00
(q)	Over 19300 and not exceeding 20300	1070.20	1113.00
(r)	Over 20300 and not exceeding 21350	1080.70	1123.90
(s)	Over 21350 and not exceeding 22350	1080.70	1123.90
(t)	Over 22350 and not exceeding 23350	1080.70	1123.90
(u)	Over 23350 and not exceeding 24400	1080.70	1123.90
(v)	Over 24400 and not exceeding 25500	1080.70	1123.90
(w)	Over 25500 and not exceeding 26400	1080.70	1123.90
(x)	Over 26400 and not exceeding 27450	1080.70	1123.90
(y)	Over 27450 and not exceeding 28450	1089.10	1132.70
(z)	Over 28450 and not exceeding 29450	1089.10	1132.70
(aa)	Over 29450 and not exceeding 30500	1080.70	1123.90
And for each additional 1000 kg or part thereof over		0.41	0.43
3. Drivers of fork lifts - of a capacity			
(a)	Up to 4500 kg	1023.70	1064.60
(b)	Over 4500 to 9100	1043.60	1085.30
(c)	Over 9100 kg	1051.70	1093.80
4. Drivers of prime movers - where the crane has a lifting capacity of			
(a)	Up to 20350 kg	1034.50	1075.90
(b)	Over 20350 kg	1061.90	1104.40
5. Extra Hands		984.60	1024.00

**Farm Assistants (Department of Education) Wages and Conditions Award - Rates of Pay**

Clause 6 - Wages	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
Farm Assistant - Class I	1034.50	1075.90
Farm Assistant - Class II	1189.30	1236.90
Flower Gardener	1068.50	1111.20

**Crown Employees (Household Staff - Department of Education) Wages and Conditions Award - Rates of Pay**

Clause 9 - Wages	Per week as from the first full pay period on or after 1.7.22 (2.53%) \$	Per week as from the first full pay period on or after 1.7.23 (4%) \$
<b>Household Staff Grade 1</b>		
Kitchen Hand or Useful Cleaner	874.90	909.90
Room Attendant	874.90	909.90
Dining Room Attendant	874.90	909.90
Laundry Attendant	874.90	909.90
Stores Steward	874.90	909.90
<b>Household Staff Grade 2</b>		
Butcher (casual)	884.70	920.10
Cook (unqualified)	884.70	920.10
<b>Household Staff Grade 3</b>		
Laundry Supervisor	911.40	947.90
Cook (qualified)	911.40	947.90
Dining Room Supervisor	911.40	947.90
Housekeeper/Cleaning Supervisor	911.40	947.90
<b>Household Staff Grade 4</b>		
First Cook (qualified)	958.70	997.00
<b>Household Staff Grade 5</b>		
Catering Supervisor	1001.50	1041.60

**Crown Employees (NSW Department of Planning and Environment) - Museum of Applied Arts and Sciences Electrical Preparators Award - Rates of Pay**

Clause 5 - Wage Rates	From the first full pay period on or after 1.7.22 (2.53%) (per year) \$	From the first full pay period on or after 1.7.23 (4%) (per year) \$
<b>Electrical Preparator - Grade 1</b>		
Year 1	67,407.00	70,103.00
Year 2	69,261.00	72,031.00
Year 3	71,201.00	74,049.00
<b>Electrical Preparator - Grade 2</b>		
Year 1	73,900.00	76,856.00
Year 2	76,788.00	79,860.00
<b>Senior Electrical Preparator - Grade 1</b>		
Year 1	79,952.00	83,150.00
Year 2	81,407.00	84,663.00

**Crown Employees Conservation Field Staff Officers (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award - Rates of Pay**

Schedule 1 - Wage Rates	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
Trainee	979.20	1018.40
Grade 1	1020.50	1061.30



Grade II	1075.80	1118.80
Grade III	1133.20	1178.50
Grade IV	1164.60	1211.20
Grade V	1230.40	1279.60
Grade VI	1311.50	1364.00
Grade VII	1376.80	1431.90

**Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust,  
Building and Mechanical Trades Employees) Award - Rates of Pay**

Classification	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
<b>Apprentice</b>		
Year 1 38 hpw	30,356.00	31,570.00
Year 2 38 hpw	40,475.00	42,094.00
Year 3 38 hpw	50,593.00	52,617.00
Year 4 38 hpw	57,339.00	59,633.00
<b>Trades Level 5/6</b>		
Year 1 38 hpw	67,456.00	70,154.00
Year 2 38 hpw	69,263.00	72,034.00
Year 3 38 hpw	71,203.00	74,051.00
Year 4 38 hpw	73,176.00	76,103.00
<b>Trades Level 7/8</b>		
Year 1 38 hpw	75,252.00	78,262.00
Year 2 38 hpw	77,500.00	80,600.00
Year 3 38 hpw	79,953.00	83,151.00
Year 4 38 hpw	83,211.00	86,539.00

## SCHEDULE C

### WORK RELATED ALLOWANCES

**Crown Employees (Security and General Services) Award - Work Related Allowances**

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
Clause 9 - Additional Rates			
(i)	Leading Hands Allowance: (per week)		
	1 - 5 employees	42.00	43.70
	6 - 10 employees	47.80	49.70
	11-15 employees	62.30	64.80
	16-20 employees	72.00	74.90
	Over 20 employees - for each employee over 20 an additional amount is paid	72.00 0.51	74.90 0.53
(ii)	Qualification allowance (per week)	28.30	29.40
(iii)	First Aid Allowance (per week)	21.70	22.60
(iv)	Boiler Attendants Certificate (per week)	18.40	19.10
(v)	Refrigeration Drivers Certificate (per week)	18.40	19.10
(vi)	Contingency Allowance (per week)		
	1-10 Hours per week	11.70	12.20
	11 to 25 hours per week	17.90	18.60

	26 to 38 hours per week	24.20	25.20
(vii)	Toilet allowance (per week)	14.40	15.00
(viii)	Multi-Purpose Machines Allowance - per shift	3.98	4.14
(ix)	Furniture removal allowance - per shift	3.55	3.69
(x)	Torches - per shift	1.13	1.18
(xi)	Laundry allowance - per shift	2.42	2.52
(xii)	Locomotion allowance - per shift	38.50	40.04
(xiii)	Bicycle allowance - per shift	3.07	3.19
Clause 10. Shift Allowances			
(iii)(a)	Broken Shifts allowance (per day)	17.68	18.39
(iii)(b)	Excess Fares allowance (per week)	11.20	11.60
Clause 13. - General Conditions			
(iii)	Accommodation deduction (per week)	22.00	22.90

## Application to school based employees of the Department of Education

Clause 9 - Additional Rates		From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
(i)	Leading Hands Allowance (per week)		
	1 - 5 employees	45.40	47.20
	6 - 10 employees	51.30	53.40
	11-15 employees	67.30	70.00
	16-20 employees	77.70	80.80
	Over 20 employees - for each employee over 20 an additional amount is paid	77.70 0.55	80.80 0.57
(vi)	Contingency Allowance (per week)		
	1-10 Hours per week	12.50	13.00
	11 to 25 Hours per week	19.30	20.10
	26 to 38 Hours per week	26.00	27.00

**Crown Employees (Skilled Trades) Award - Work Related Allowances**

Clause No	Brief Description	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
4.2	Carpenter Diver (p.w)	326.90	340.00
4.4	Electrician who is holder of a NSW electrician's licence: A Grade Licence (p.w.) B Grade Licence (p.w.)	54.40 29.30	56.60 30.50
4.5	Lead Burner (p.h.)	1.12	1.16
4.6	Plumber and Drainer when required to act on: Plumbers licence (p.h.) Gasfitters licence (p.h.) Drainers licence (p.h.) Plumbers and Gasfitters licence (p.h.) Plumbers and Drainers licence (p.h.) Gasfitters and Drainers licence (p.h.) Plumbers, Gasfitters and Drainers licence (p.h.)	1.41 1.41 1.17 1.90 1.90 1.90 2.61	1.47 1.47 1.22 1.98 1.98 1.98 2.71
4.7	Holder of Electric Welding (DIRE Certificate) (p.h.)	0.83	0.86
4.8	Boot or Shoe Repairer required to repair anatomical, surgical or orthopaedic boots or shoes (p.w.)	29.50	30.70

4.9	Shipwright-Boatbuilder, for: Liner Off, Loftsperson and Model Maker (p.h.)	1.51	1.57
4.10	Computing quantities (p.d.)	6.40	6.66
4.11	Joiner, Public Works and Education Departments: when working at regular place of employment (p.w.)	50.50	52.50
	when working away from regular place of employment (p.d.)	10.17	10.58
4.12	Registration allowance (p.h.)	1.08	1.12
4.13	Building tradesperson - Marking off/Setting out (p.w.)	1.40	1.50
4.14	Cold places: below 0 degree Celsius (p.h.)	0.88	0.92
	below minus 7 degrees Celsius (p.h.)	1.02	1.06
4.15	Confined spaces (p.h.)	1.09	1.13
4.16	Dirty work (p.h.) For Bridge and wharf carpenter who: uses material or liquid that is injurious to clothes or damages his/her tools (p.h.)	0.88	0.92
	is engaged in work where dirt or dust or other foreign matter or refuse has accumulated to become damaging to the clothes or tools or objectionable or injurious to the person (p.h.)	0.89	0.93
	Shipwright Boatbuilder engaged in work as set out in subclause 5.16.2 (v) (p.h.)	0.88	0.92
4.17	Height money:7 7.5 metres from ground, deck, floor or water (p.h.)	0.88	0.92
	for every additional 3 metres (p.h.)	0.17	0.18
4.18	Hot places: between 46 degrees Celsius and 54 degrees Celsius (p.h.)	0.88	0.92
	exceeds 54 degrees Celsius (p.h.)	1.09	1.13
4.19	Handling insulation material (p.h.)	1.07	1.11
4.20	Smoke boxes: repairs to smoke-boxes furnace or flues of boilers (p.h.)	0.55	0.57
	repairs to and while inside oil fired boilers (p.h.)	2.17	2.26
4.21	Wet places: - where water other than rain is falling and required to work in wet clothing or boots (p.h.)	0.88	0.92
	- when required to work in the rain (p.h.)	0.88	0.92
	- called upon to work on a raft, open board, punt or pontoon having a freeboard of 305m.m or less (p.d.)	3.34	3.47
	- called upon to work knee-deep in mud or water (p.d.)	6.94	7.22
4.22	Acid furnaces, Stills, etc.: Construction or repairs to acid furnaces, stills, towers and all resisting brickwork other acid (p.h.)	4.47	4.65
	Construction or alteration or repairs to boilers, flues, furnaces, retorts, kilns, ovens, ladles and similar refractory work(p.h.)	4.47	4.65
4.23	Towers allowances: construction exceeding 15 metres in height, (p.h.) and for each additional 15 metres (p.h.)	0.88	0.92
		0.88	0.92
4.24	Depth exceeding 3 metres (p.h.)	0.88	0.92
4.25	Swing scaffolds: for the first four hours or any portion thereof, (p.h.)	6.46	6.72
	and for each hour thereafter (p.h.)	1.32	1.37
	Solid plasterers when working off a swing scaffold (p.h.)	0.17	0.18
4.26	Spray application (p.h.)	0.86	0.89

4.27	Soil pipes (p.h.)	1.09	1.13
4.28	Working on second-hand timber (p.d.)	3.45	3.59
4.29	Roof work: work in excess of 12 metres from the nearest floor level (p.h.)	1.09	1.13
	minimum payment (p.h.)	1.09	1.13
4.30	Electric welding (p.h.)	0.35	0.36
4.31	Explosive powered tools: employee required to use explosive powered tools (p.d.)	2.10	2.18
	bridge and wharf carpenter when required to use these tools (p.d.)	2.10	2.18
4.32	Scaffolding rigging (p.h.)	0.88	0.92
4.33	Corrective establishments (p.h.)	2.19	2.28
	Mental institutions (p.h.)	1.68	1.75
	Geriatric hospitals: Allandale, Garrawarra and Strickland Hospitals (p.h.)	0.60	0.62
	Geriatric hospitals: - Lidcombe Hospital (p.h.)	0.55	0.57
	Work in hot/cold water tanks for the purpose of the control of Legionella Pneumophilia (p.h.)	4.09	4.25
4.34	Distant places: - in districts as set out in subclause 5.3 (p.d.)	1.66	1.73
	- in western division of the state (p.d.)	2.74	2.85
	- within the area as set out in subclause 5.36.3 (p.d.)	2.74	2.85
	- Bridge and road construction within the area as set out in subclause 4.34.4 (p.d.)	1.56	1.62
4.35	Morgues (p.h.)	1.02	1.06
4.36	Application of epoxy based materials or materials of a like nature (p.h.)	1.09	1.13
	Application of such material in buildings which are normally air conditioned (p.h.)	0.75	0.78
	Working in close proximity to employees so engaged (p.h.)	0.88	0.92
4.37	Bricklayers laying other than standard bricks where block weighs: - over 5.5 kg and under 9 kg (p.h.)	0.88	0.92
	- 9 kg or over and up to 18 kg (p.h.)	1.53	1.59
	- over 18 kg (p.h.)	2.43	2.53
4.38	Bagging bricks or concrete structures (p.h.)	0.81	0.84
4.39	Cleaning down brickwork using acids or other corrosive substances (p.h.)	0.81	0.84
4.40	Materials containing asbestos (p.h.)	1.09	1.13
4.41	Operation of pneumatic tools of 2.75 kg or over (p.d.)	4.73	4.92
4.42	Operation of brick cutting machine (p.h.)	1.09	1.13
4.43	Asbestos eradication (p.h.)	2.93	3.05
4.44	Employee required to work in an Animal House (p.h.)	0.53	0.55
4.45	Employee of Roads and Traffic Authority, Illawarra region working in areas where coal wash is being unloaded, handled or spread (p.h.)	0.88	0.92
5.	Tool Allowance		
	Electrical Fitter	22.10	23.00
	Electrical Fitter/Mechanic	22.10	23.00
	Electrical Instrument Fitter	22.10	23.00
	Electrical Mechanic	22.10	23.00
	Electrician in charge of plant having a capacity of less than 75 kilowatts	22.10	23.00
	Electronic Tradesperson	22.10	23.00

	Electrical Instrument Fitter	22.10	23.00
	Plant Electrician	22.10	23.00
	Radio Mechanic and Fitter	22.10	23.00
	Refrigeration and/or Air Conditioning Mechanic	22.10	23.00
6.1	Employee appointed to be in charge of up to and including five employees (p.w)	55.60	57.80
6.2	Employee appointed to be in charge of more than five and up to and including ten employees (p.w.)	71.30	74.20
6.3	Employee appointed to be in charge of more than ten employees (p.w.)	93.10	96.80
15.1	Chokages pipe or pump (p.d.)	10.27	10.68
15.2	Fouled equipment (p.d.)	10.27	10.68
17.3	First Aid qualifications (p.d.)	3.81	3.96

## Application to employees of the Department of Education

Clause No.	Brief Description	From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI \$	From the first full pay period on or after 1.7.23 (i.e. 7.3% March 2023 Sydney CPI \$
5	Tool Allowances - Electrical Radio Mechanic and Fitter	24.40	26.20

**Farm Assistants (Department of Education) Wages and Conditions Award - Work Related Allowances**

Clause No.	Allowance	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
6.6. Special Rates			
6.6.1	Tractor operation (per day)	5.27	5.48
6.6.2	Truck driving (per day)	5.27	5.48
6.6.3	Headers, etc. (per day)	5.27	5.48
6.7	Broken Shift (per day)	15.87	16.50
6.9	Protective Clothing (per hour)	0.86	0.89
6.10	First Aid (per day)	3.98	4.14

**Crown Employees Conservation Field Staff Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award - Work Related Allowances**

Clause No.	Description and Authority	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
8.6	Supervision Allowance	50.80	52.80
15.	First Aid Allowance	3.71	3.86

**Crown Employees (Household Staff - Department of Education) Wages and Conditions Award - Work Related Allowances**

Allowance	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
Broken Shift Allowance	13.19	13.72

**Crown Employees (Office of Environment and Heritage - Royal Botanic Gardens and Domain Trust, Building and Mechanical Trades Employees) Award - Work Related Allowances**

Clause No.	Allowance effective first pay period on or after	From the first full pay period on or after 1.7.22 (2.53%) \$	From the first full pay period on or after 1.7.23 (4%) \$
	Brief Description		
7.4.2	Chokage (per hour)	1.36	1.41
7.4.3	Asbestos (per hour)	1.09	1.13
7.4.4	Plumbers Licence (per hour)	1.90	1.98
7.4.4	Plumbers Registration (per hour)	1.08	1.12

**SCHEDULE D**

**EXPENSE RELATED ALLOWANCES**

**Crown Employees (Security and General Services) Award - Expense Related Allowances**

Clause 9 - (xiii) Motor Vehicle allowance Use of private motor vehicle during work related duties	From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI) \$	From the first full pay period on or after 1.7.23 (i.e. 7.3% March 2023 Sydney CPI) \$
Vehicles under 1600cc (Official business Rate - Engine rate per km)	0.74	0.79
Vehicles 1600cc-2600cc (Official business Rate - Engine rate per km)	0.74	0.79
Vehicles over 2601 cc (Official business Rate - Engine rate per km)	0.74	0.79
Clause 18 (ii) -Overtime	From the first full pay period on or after 1.7.22 \$	From the first full pay period on or after 1.7.23 \$
Overtime meal allowance	Per ATO determination	Per ATO determination

**Crown Employees (Skilled Trades) Award - Expense Related Allowances**

Clause No.		From the first full pay period on or after 1.7.22 (i.e. 4.4% March 2022 Sydney CPI) \$	From the first full pay period on or after 1.7.23 (i.e. 7.3% March 2023 Sydney CPI) \$
5.	Tool Allowances		
	Blacksmith	35.40	38.00
	Bodymaker, First Class	35.40	38.00
	Boilermaker and/or Structural Steel	35.50	38.10
	Bricklayer	25.30	27.10
	Bridge and Wharf Carpenter and/or Civil Engineering Construction Carpenter	35.50	38.10
	Cabinet Maker	14.30	15.30
	Carpenter	35.40	38.00
	Drainer	35.40	38.00
	Farrier	35.40	38.00
	Fitter	35.40	38.00
	Forger and/or Faggoter	35.40	38.00
	Machinist, First Class (Metal Trades)	35.40	38.00
	Machinist (Metal Trades) Special Class	35.40	38.00
	Marker Off	35.40	38.00
	Motor Mechanic	35.40	38.00
	Painter	8.70	9.30
	Panel Beater	35.40	38.00
	Patternmaker	35.40	38.00
	Plant Mechanic	35.40	38.00
	Plasterer	35.40	38.00
	Plumber	35.40	38.00
	Plumber and Gasfitter	35.40	38.00
	Plumber, Gasfitter and Drainer	35.40	38.00
	Sewing Machine Mechanic	35.40	38.00
	Sheetmetal Worker, First Class	35.40	38.00
	Shipwright/Boatbuilder	35.40	38.00
	Signwriter	8.70	9.30
	Slater and Tiler	18.40	19.70
	Stonemason	35.40	38.00
	Stonemason-Carver	35.40	38.00
	Tilelayer	25.30	27.10
	Toolmaker	35.40	38.00
	Toolsmith	35.40	38.00
	Trimmer (Motor)	35.40	38.00
	Turner	35.40	38.00
	Vehicle Builder	35.40	38.00
	Watchmaker	11.60	12.40
	Welder, Special Class	35.40	38.00
	Welder, First Class	35.40	38.00
8.1	Excess fares and travelling time to and from place of work	27.49	29.50
8.1.1	If employer provides or offers to provide transport free of charge	10.95	11.75
8.2	Excess fares and travelling to and from work:		
	- first year apprentices (or probationers)	23.07	24.75
	- to all other apprentices	26.76	28.71

8.2.1	If employer provides or offers to provide transport free of charge - to first year apprentices - to all other apprentices	9.17 10.85	9.84 11.64
9.3.3	Meal allowance: - after working in excess of four hours - for each subsequent meal	17.00 14.60	18.20 15.70
9.8	Tea Money: - required to work overtime for one and a half hours or more without being notified on the previous day or earlier, for a meal - after each four hours on continuous overtime, for each meal	17.09 14.90	18.34 16.00
14.4	Expenses of reaching home and of transporting tools from distant work	26.50	28.40
14.5.1	Allowance for board and lodging: - while on distant work - for broken parts of week	576.00 82.27	618.00 88.28
14.6	Camping allowance	32.97	35.38
14.7	Returning home for the weekend from distant work	45.70	49.00
22.6.2	Supply of boots Accrual of credit	42.60 5.00	45.70 5.40
23.2	Reimbursement for loss of tools	2049.00	2199.00

**Crown Employees Conservation Field Officers (NSW Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Award 2020 - Expense Related Allowances**

(Subject to variations to Table 1 - Allowances of Part B Monetary Rates of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

Clause No.	Description and Authority	From the first full pay period on or after 1.7.22 \$	From the first full pay period on or after 1.7.23 \$
10.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	Per ATO	Per ATO
13.1	Reimbursement of meal allowances - no overnight stay (part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	Per ATO	Per ATO
13.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by employer expenses for overnight accommodation and meals or where accommodations provided by employer.	Per ATO	Per ATO
	Camping Allowance	4.4% increase (March 2022 Sydney CPI)	7.3% increase (March 2023 Sydney CPI)
13.4(i)	Established Camp	36.10	38.70
	Non established Camp	47.70	51.20
	Additional allowance in excess of 40 nights per annum	11.40	12.20



13.4(ii)	Camping equipment allowance	35.80	38.40
	Bedding and/or sleeping bag allowance	6.10	6.50

4. This variation will take effect from the first full pay period on or after 1 July 2023.

N. CONSTANT, *Chief Commissioner*

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## FARM ASSISTANTS (DEPARTMENT OF EDUCATION) WAGES AND CONDITIONS AWARD 2022

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 328831 of 2023)

Before Chief Commissioner Constant

18 October 2023

### VARIATION

1. Delete the year "2023" in clause 17, No Extra Claims of the award published 2 December 2022 (393 I.G. 603) and insert in lieu thereof the year "2024".
2. Delete incorrect subclause numbering 17.1, 17.2 and 17.3 of clause 18, Area, Incidence and Duration and insert in lieu thereof the correct numbering 18.1, 18.2 and 18.3 respectively.
3. Delete Part B - Monetary Rates, and insert in lieu thereof the following:

### PART B

#### MONETARY RATES

**Table 1 - Wages**

Classification	Amount per week from the first full pay period on or after 1/07/22 (2.53%) \$	Amount per week from the first full pay period on or after 1/07/23 (4%) \$
Farm Assistant Class I	1034.50	1075.90
Farm Assistant Class II	1189.30	1236.90
Flower Gardener	1068.50	1111.20

**Table 2 - Allowances**

Clause	Allowance	From the first full pay period on or after 1/07/22 (2.53%) \$	From the first full pay period on or after 1/07/23 (4%) \$
<b>6.6 Special Rates</b>			
6.6.1	Tractor operation (per day)	5.27	5.48
6.6.2	Truck driving (per day)	5.27	5.48
6.6.3	Headers, etc. (per day)	5.27	5.48
6.7	Broken Shift (per day)	15.87	16.50
6.9	Protective Clothing (per hour)	0.86	0.89
6.10	First Aid (per day)	3.98	4.14
6.11	First meal per day Subsequent meals		

4. This variation will take effect from the first full pay period on or after 1 July 2023.

N. CONSTANT, *Chief Commissioner*

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Printed by the authority of the Industrial Registrar.

(1931)

SERIAL C9742

## TARONGA CONSERVATION SOCIETY AUSTRALIA RETAIL AND RESTAURANT EMPLOYEES' AWARD 2022 - 2023

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Industrial Relations Secretary.

(Case No. 321966 of 2023)

Before Commissioner Webster

11 October 2023

### VARIATION

1. Delete the definition of "Union" in clause 3, Definitions, of the award published 23 December 2022 (393 I.G. 999) and insert in lieu thereof the following:

"Union" means the United Workers' Union, New South Wales Branch.

2. Delete subclause 4.1 of clause 4, Application and insert in lieu thereof the following:

- 4.1 The parties to the Award are Taronga and the United Workers' Union, New South Wales Branch.

3. Delete the words "Department of Industry, Planning and Environment" in clause 4.2 of clause 4, Application and insert in lieu thereof the following:

"Department of Planning and Environment"

4. Delete the date "30 June 2022" in subclause 6.1 of clause 6, No Extra Claims and insert in lieu thereof the following:

"30 June 2024"

5. Delete the words "Government Sector Employment Regulation 2013" in subclause 7.1 of clause 7, General Conditions of Employment and insert in lieu thereof the following:

"Government Sector Employment Regulation 2014"

6. Delete subclause 13.1 of clause 13, Leave and insert in lieu thereof the following:

- 13.1 General leave conditions of employees under this Award will be regulated in accordance with the provisions contained within this Award, the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014* and the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 (Section 6 Leave)*.

7. Delete the word "IRC" in subclause 14.1 of clause 14, Wage Increases and Wage Rates and insert in lieu thereof the following:

"Industrial Relations Commission of New South Wales."

8. Delete Schedules 1 and 2 and insert in lieu thereof the following:

### SCHEDULE 1

Classification	Weekly 4 July 22	Weekly 3 July 23
Retail Sales Assistant	838.90	872.50

Retail Sales Supervisor	866.80	901.50
Retail Coordinator - TWPZ	881.80	917.10
Retail Coordinator - TZ	1102.70	1,146.80
Kitchen Hand	764.80	795.40
Wait Staff	789.10	820.70
Duty Officer	960.80	999.20
Cook	826.20	859.20
Apprentice Chef (% of Senior Chef wage)		
Year 1 - 46%	495.40	515.20
Year 2 - 54%	581.50	604.80
Year 3 - 67%	721.50	750.40
Chef		
Level 1	902.60	938.70
Level 2	960.80	999.20
Level 3	991.60	1,031.30
Senior Chef	1076.90	1,120.00
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

	4 July 22	3 July 23
Laundry Allowance	\$13.50 per week	\$14.05 per week
Meal Allowance	\$15.50 per meal	\$16.10 per meal
Tool Allowance	\$0.97 per week	\$1.00 per week
Senior First Aid Allowance	\$17.50 per week	\$19.50 per week
Overnight Allowance	\$32.40 per shift	\$33.70 per shift
Occupational First Aid Allowance	\$28.15 per week	\$29.30 per week
Bus Allowance	\$5.75 per shift	\$6.00 per shift
Insurance of Tools	\$1,495.00	\$1,495.00
Retail Employees Saturday allowance		
Under 21 years - shift length up to 4 hours	\$5.95 per week	\$6.20 per week
Adult - shift length up to 4 hours	\$9.20 per week	\$9.55 per week
Under 21 years - shift length 4 hours and over	\$10.20 per week	\$10.60 per week
Adult - shift length 4 hours and over	\$18.75 per week	\$19.50 per week

9. This variation takes effect from the first full pay period on or after 1 July 2023.

J. WEBSTER, *Commissioner*