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NEW SOUTH WALES  
**INDUSTRIAL GAZETTE**

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SERIAL C8988

**CROWN EMPLOYEES CONSERVATION FIELD STAFF OFFICERS,  
(DEPARTMENT OF INDUSTRY, SKILLS, AND REGIONAL  
DEVELOPMENT AND NSW OFFICE OF ENVIRONMENT AND  
HERITAGE) REVIEWED AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by NSW Industrial Registrar.

(Case No. 179397 of 2018)

Before Chief Commissioner Kite

22 June 2018

**AWARD**

Clause No.      Subject Matter

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## PART A

### 1. Title of Award

This Award, made pursuant to Part 1, Division 1, clause 10 of the *Industrial Relations Act* 1996, shall be known as the Crown Employees Conservation Field Staff Officers, (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award 2018.

### 2. Area, Incidence and Duration

- 2.1 The employees regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act* 2013, *Government Sector Employment Regulation* 2014, the *Government Sector Employment Rules* 2014, *Crown Employees (Public Service Conditions of Employment) Reviewed Award* 2009 and the *Crown Employees (Public Sector - Salaries 2018) Award*; or any Awards varying or replacing these Awards.
- 2.2 This Award rescinds and replaces the *Crown Employees Conservation Field Staff Officers, (Department of Industry, Skills, and Regional Development and NSW Office of Environment and Heritage) Reviewed Award* 2015 published 27 November 2015 (378 I.G. 381) and all variations thereof.

### 3. Definitions

- (i) "Act" means the *Government Sector Employment Act* 2013.
- (ii) "Appropriate Secretary" means - the Secretary of the Department of Industry, Skills and Regional Development or the Chief Executive of the New South Wales Office of Environment and Heritage.
- (iii) "Australian Recognition Framework (ARF)" means the national recognition of vocational education and training developed by the Australian National Training Authority.
- (iv) "Australian Qualification Framework (AQF)" means the certification system established under the Australian Recognition Framework (ARF).
- (v) "Casual employee" means an employee engaged for a limited duration and paid on an hourly basis who receives a casual loading in lieu of all paid leave entitlements, including payment for public holidays.
- (vi) "Conservation Field Officer" means an employee of the Department or the Office as defined in sub-clause (iii), engaged before the making of this Award in one of the classifications of:

Mechanical Tradesperson

Fitter

Electrician

Plant Electrician

Painter

Carpenter

Plumber

Welder

Plant Operator

Crane Operator

Tractor Operator  
Transport Driver  
Labourer  
Machineman  
Driller  
Cableway Operator  
Dogman  
Bore Gaugers Assistant  
Construction Worker (General)  
Rigger  
Driller  
Drill Operator  
Pegman  
Ganger  
Surveyors Field Hand  
Farm Assistant  
Sand Drift Worker  
Nursery Horticulturalist  
Cleaner  
Security Officer  
General Service Officer  
Canteen Worker  
Earthmoving Operator

or who after the date of operation of this Award were assigned to a role as Conservation Field Officers but does not include any person who resigned or was terminated prior to that date.

- (vii) "Employee" means and includes all persons employed on an ongoing full time, ongoing part time, temporary or casual basis under the provisions of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014* who are assigned to a role classified under this Award in the Department or the Office.
- (viii) "Employer" means the Secretary of the Treasury established under the *Government Sector Employment Act 2013*.
- (viii) "Industrial Relations Secretary" means the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.

- (ix) "Ministerial Leave Conditions" means the Uniform Leave Conditions for Ministerial Employees referred to in clause 13 Leave Conditions.
- (x) "Ongoing full-time employee" means an employee assigned to role on an ongoing full-time basis under the provisions of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the Government Sector Employment Rules 2014.
- (xi) "Ongoing Part-time employee" means an employee, subject to the provisions of the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the Government Sector Employment Rules 2014, who is engaged for less than 38 hours per week and who receives the same range of entitlements as an ongoing full-time employee, including sick leave and annual leave, but on a pro rata basis in proportion to the hours worked. Ongoing Part-time employees do not receive a casual loading.
- (xii) "Reasonable time limits" means sufficient time for all parties to familiarise themselves with the nature of the perceived problems taking into consideration the isolated situation in which these employees work.
- (xiii) "Regulation" means the Government Sector Regulation 2014.
- (xiv) "Role" means a role assigned to an employee under the provisions of the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014* and the Government Sector Employment Rules 2014.
- (xv) "Rules" means the Government Sector Employment Rules 2014.
- (xvi) "SBU" means the Single Bargaining Unit which is comprised of the parties to this Award as agreed by those parties.
- (xvii) "Temporary employee" means an employee engaged for a specific period or for a specific project.
- (xviii) "The Department or the Office" means the Department of Industry, Skills and Regional Development or the New South Wales Office of Environment and Heritage.
- (xix) "Union" means one or all of the union parties to the Award listed in clause 4(i) to (vii) below, as appropriate.

#### 4. Parties

The parties to this Award are:

- (i) The Australian Workers' Union, New South Wales Branch.
- (ii) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union.
- (iii) Electrical Trades Union of Australia.
- (iv) Construction, Forestry, Mining and Energy Union.
- (v) United Voice.
- (vi) The New South Wales Plumbers and Gasfitters Employees' Union.
- (vii) Transport Workers' Union, and
- (viii) The Industrial Relations Secretary.

covering all Conservation Field Officers as defined in subclause 3(i) assigned to a role in the Department or the Office.

## 5. Supersession

The terms and conditions of this Award replace the terms and conditions of the:

Surveyors Field Hands (State) Award (now rescinded)

Gangers (State) Award (now rescinded)

General Construction and Maintenance, Civil and Mechanical, Engineering, etc.. (State) Award (now rescinded), with the exception that clause 25, Compensation for Travel Patterns, etc., will continue to apply where appropriate.

Plant Operators on Construction (PWD, etc.) Award (now rescinded)

Crown Employees (Transport Drivers, etc.) Award

Crown Employees (Skilled Trades) Award

Bore Gaugers and Assistants Agreement 5317 of 1977

Farm Assistants, Soil Conservation Service Agreement 2310 of 1981

Department of Conservation and Land Management Skilled Trades, etc. (Rates of Pay) Enterprise Agreement EA 146 of 1995

and all variations thereto, in so far as they apply to employees within the Department or the Office.

## 6. Objectives of Award

- (i) The parties acknowledge that the Award is directed towards high quality and efficient services to the community and to the Department's and the Office's customers.
- (ii) The parties acknowledge that the Award seeks to enhance the image and profile of the Department and the Office.

These objectives will be achieved through:

- (a) The review of current work practices to ensure that they are customer-focused and maximise the efficient and effective use of resources.
- (b) The acceptance of change and commitment to continuous improvement and productivity by both the management of the Department or the Office and its Conservation Field Officers.
- (c) The development of an organisation based upon teamwork, flexibility, competence and opportunities for organisational and personal development.
- (d) The review of current work patterns leading to more flexible working arrangements which better meet employee and customer needs.
- (e) Achievement of these objectives is expected to deliver savings in operating costs and genuine productivity gains and the parties agree that the savings arising out of achievement of those objectives will be shared with employees and will be reflected in the rates of pay prescribed under clause 9.

## 7. No Extra Claims

- 7.1 Other than as provided for in the *Industrial Relations Act* 1996 and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages,

salaries, rates of pay, allowances or conditions of employment with respect to the Employees covered by the Award that take effect prior to 30 June 2019 by a party to this Award.

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.

## **8. Contract of Employment**

### **8.1 Weekly Employment**

- (i) Ongoing Full-time and Ongoing Part-Time employees shall be engaged by the week. An employee's engagement may be terminated by either the employee or the appropriate Secretary providing one week's notice in writing or by payment or forfeiture, as the case may be, of one week's wage in lieu of notice, provided that, in the case of misconduct, an employee's engagement may be terminated without notice.
- (ii) Casual employees are engaged by the hour and the engagement of a casual employee may be terminated without notice.

### **8.2 Pay Period**

Ordinary pay shall be paid for the current fortnight. Adjustments for overtime, penalties and allowance will be paid either currently or a fortnight in arrears.

### **8.3 Payment Method**

Wages shall be paid via Electronic Funds Transfer (EFT) into a bank or other account, except in cases where this is not possible, in which case payment will be made by cheque.

### **8.4 Pay Advice**

Before or at the time of payment of wages, each employee shall be issued with a docket showing at least the gross amount of salary and the details of any deductions made from the employee's earnings, in accordance with section 123 of the *Industrial Relations Act 1996*.

### **8.5 Payment on Termination**

When an employee is terminated by the Department or the Office, the employee shall be paid all of the wages due at the time of the employee's termination on or before the employee's next normal pay day.

## **9. Classifications and Rates of Pay**

### **9.1 Rates of Pay**

- (i) The minimum weekly rates for ongoing full-time employees covered by this Award are as provided in Schedule 1.
- (ii) Should there be a variation to the Crown Employees Wages Staff (Rates of Pay) Award 2018, or an Award replacing it, during the term of this Award, by way of a wage increase or some other benefit, this Award will be varied to give effect to any such wage increase, or other benefit, with effect from the operative date of the variation, or the replacement Award.

### **9.2 Rates of Pay for Casual Employees**

Casual employees will be paid per hour at the rate of 1/38th of the applicable weekly rate for a full-time employee at the same classification level plus, subject to the provisions of clause 12:



- (i) for ordinary hours of work, a casual loading of 24.6%, in compensation for the disadvantages of casual work and in lieu of all paid leave entitlements, including annual leave (where 24.6% is the cumulative percentage obtained by applying a 15% casual loading and then applying a 8.33% loading in lieu of annual leave);
- (ii) for overtime hours, a casual loading of 15%, in compensation for the disadvantages of casual work, with the hourly rate so obtained then being used as the ordinary rate of pay for the calculation of overtime;

provided that casual employees will be paid for a minimum of 4 hours for each engagement.

### 9.3 Rates of Pay for Part-time Employees

Ongoing part-time employees will be paid a weekly rate determined by the following formula:

applicable rate ongoing for full-time employee at  $\times \frac{(\text{weekly hours of the ongoing part-time employee})}{38}$

at the same classification level

### 9.4 Classification of Employees

The classification of an employee will be determined by demonstrating the ability to undertake the capabilities provided for in the Government Sector Capabilities Framework as outlined in the role description and the level of responsibility and skill that the employee is required to exercise. The responsibilities and skills required to be exercised at each level in the classification structure are defined in Schedules 1 and 2.

### 9.5 Purpose of Classification Structure

The classification structure is designed to:

- (i) recognise capabilities and competencies achieved and used;
- (ii) group all employees covered by this Award into one of several (excluding trainees/apprenticeship) levels ;
- (iii) allow for career progression based on acquisition and use of capabilities and competencies as defined in subclause 9.4.

### 9.6 Supervision

Where an employee is required to supervise the work of other employees, they shall be paid the appropriate allowance according to Schedule 3. Provided that CFO Grade 5 and above will only be paid the allowance when supervising employees at their same level.

### 9.7 Classification Review Committee

The SBU shall establish a subcommittee to review applications for re-grading, subject to the provisions of the Act, Regulation and Rules and based on capabilities and competency acquisition and use. Subject to subclause 9.8, notification of the results of the review by the subcommittee to the appropriate employee salaries section will be sufficient to regrade the role and the employee assigned to the role.

### 9.8 Disagreements about Classification Levels

Any disagreement about the classification level in which an employee is placed will be processed using the dispute procedures contained at clause 19.

### 9.9 Above Level Assignments

When Conservation Field Officers are required to perform above level assignments, they shall be paid the appropriate above level assignment allowance in accordance with the provisions of clause 20 of the *Government Sector Employment Regulation 2014* with the additional provision that it be paid after one day.

## 10. Hours of Work

### 10.1 Ordinary Hours of Work

Subject to subclauses 10.2 and 10.3:

- (i) The ordinary hours of work for all employees, other than casual employees, covered by this Award, shall be 8 hours per day worked over 57 days of each 12-week cycle.
- (ii) The standard span of hours will be between 6.00 a.m. and 6.00 p.m. on each working day Monday to Friday.

### 10.2 Variation of Ordinary Hours of Work

- (i) The standard span of hours may be varied by mutual agreement between the Department or the Office and the majority of affected employees in a particular group, region, district or section to suit operational needs.
- (ii) Ordinary hours of work may extend up to 10 hours on any one day.

### 10.3 Part-time Hours

Employees may work on a part-time basis, subject to the provisions of Part 5 of the *Industrial Relations Act 1996*, provided that:

- (i) the ordinary hours of duty are agreed between the employee concerned and the Department or the Office and fall within the same span of hours as applies or would apply to a full-time employee undertaking the duties concerned ;
- (ii) the ordinary working hours are fixed at not less than 4 hours per day worked; and
- (iii) the Department or the Office will inform the relevant Union of the hours fixed for part time employees. The Union shall have 7 working days from the date of being advised to object to the agreement through the dispute procedures prescribed by clause 19. The Union will not unreasonably object to an agreement under this subclause.

## 11. Overtime

### 11.1 Overtime Definition

Overtime is that time an employee is directed and authorised to work which is either:

- (a) in excess of 501 hours per settlement period ; and/or
- (b) outside the span of hours, as established for each employee under clause 11.

Overtime will only be payable for time on duty at the worksite (notwithstanding the provisions of subclause 14.3).

### 11.2 Employees to Work Reasonable Overtime

- (i) Subject to paragraph 11.2(ii), the appropriate Secretary may require an employee to work reasonable overtime at overtime rates.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

For the purposes of this subclause, what is unreasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study commitments;
- (c) the urgency of the work to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services;
- (d) the notice (if any) given by the appropriate Secretary of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

### 11.3 Overtime Rates

Overtime will be paid for at the rate of time and a half for the first 2 hours and thereafter at double time, to be calculated on the basis of each completed unbroken period of overtime; provided that double time will be paid for all work performed on Sundays and double time and a half shall be paid for all work performed on public holidays.

### 11.4 Minimum Periods

An employee who works overtime:

- (i) on a Saturday, Sunday or public holiday; or
  - (ii) by being recalled after leaving work, prior to their next scheduled period of ordinary time duty,
- shall be paid for no less than 4 hours' work, at the appropriate rate.

### 11.5 Break from Duty

Following completion of overtime, an employee shall either:

- (i) be released from resuming ordinary duty for an unpaid period of 10 consecutive hours, excluding travel; or
- (ii) if required to resume or continue working without having had an unpaid break of 10 consecutive hours, excluding travel, be paid at the rate of double time until such a break is given.

Provided that, if the provision of an unpaid break under this subclause results in an employee performing less than 38 ordinary hours of duty in a week (paid at either ordinary or any other loaded rate), then any shortfall shall be paid at ordinary rates.

### 11.6 Meal Breaks

- (i) Employees who have not been afforded a meal break of at least 30 minutes in duration, commencing by 1.00 p.m., shall be paid overtime rates for all time worked between 1.00 p.m. and the time when they do receive a meal break of no less than 30 minutes.

- (ii) Employees working overtime will be entitled to a paid meal break of 30 minutes:
  - (a) after working 2 hours' overtime following the completion of a full period of ordinary time, where more than 2 hours' overtime is required ;
  - (b) after working every 4 hours' overtime without a meal break; and
  - (c) where overtime on a Saturday, Sunday or public holiday continues after 12.00 noon, the break will occur between 12 noon and 1.00 p.m.

#### 11.7 Meal Allowance

Employees who are directed to work overtime and who, through insufficient notice, need to buy meals shall be paid a meal allowance for any meal break for which they are entitled under paragraph 11.6(ii) at the rates specified in Schedule 3.

For the purposes of this subclause, sufficient notice will be 12 hours prior to commencement of overtime or such lesser period as is reasonable in the circumstances.

### 12. Rostered Days Off

#### 12.1 Entitlement

- (i) An employee's ordinary hours will be worked on no more than 57 days in each 84-day cycle, Monday to Friday, with 3 days in each period being regarded as a rostered day off (RDO). Each day of paid leave taken and any public holidays occurring during any cycle of 4 weeks shall, for the purposes of this paragraph, be regarded as a day worked.
- (ii) An employee who has not worked 57 days in a complete 84-day cycle shall receive pro rata accrued entitlements for each day worked (or for each fraction of a day worked), payable for the rostered day off or, in the case of termination of employment, on termination.

#### 12.2 Scheduling RDOs

- (i) An employee's RDO will be scheduled in advance of each cycle in which it occurs, taking into account the interests of employees and ensuring that the Department' or the Office's operational needs are met having regard to seasonal, climatic and workload factors.
- (ii) With a minimum of 12 hours' notice to affected employees and without penalty to the Department or the Office, RDOs may be rescheduled to satisfy operational needs. Agreed substitute RDOs are to be provided by mutual agreement and may only be deferred under circumstances of emergency.

#### 12.3 Accumulating RDOs

- (i) Employees may accumulate (bank) up to 10 RDOs. Employees will be given an opportunity to take their accumulated RDOs at a time convenient to both the employee and the Department or the Office prior to the end of February in each calendar year.
- (ii) Employees may take their accumulated RDOs by agreement with the appropriate manager:
  - (a) consecutively to a maximum of 10 days; or
  - (b) by working 9-day fortnights; or
  - (c) by a combination of these 2 methods.

Employees may agree with their manager to defer taking some of their accumulated RDOs, provided that RDOs are not forfeited and provided that no more than 10 RDOs are accumulated at any one time.

- (iii) Once scheduled, the only circumstances in which a "banked" RDO will be required to be worked is fire or similar state of emergency.

### 13. Leave

#### 13.1 General Provisions

The Department and the Office shall be bound by the provision of the Uniform Leave Conditions for Ministerial Employees, subject to the amendments and additions specified in this clause.

#### 13.2 Sick Leave

- (i) Sick leave will accrue on a calendar year basis, with the full annual entitlement being available from 1 January each year for employees employed as of that date.
- (ii) New employees who commence after 1 January will receive a pro rata credit for that proportion of the calendar year remaining. Sick leave taken during the first 3 months of employment will only be paid upon the completion of 3 months' service and following one month's continuous service without the taking of any sick leave, up to a maximum entitlement of 15 days' paid sick leave per annum.
- (iii) Unused sick leave entitlements will accrue, in accordance with Ministerial Leave Conditions.

#### 13.3 Parental leave

##### 13.3.A Parental leave for casual employees

- (i) Refer to the *Industrial Relations Act 1996 (NSW)*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996 (NSW)*.
- (ii) An appropriate Secretary must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

The rights of the appropriate Secretary in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

##### 13.3.B Communication during Parental Leave

- (i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the appropriate Secretary shall take reasonable steps to:
  - (a) make information available in relation to any significant effect the change would have on the status or responsibility level of the role the employee was assigned to 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 was assigned to before commencing parental leave.

- (ii) The employee shall take reasonable steps to inform the appropriate Secretary about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee shall also notify the appropriate Secretary of changes of address or other contact details which might affect the appropriate Secretary's capacity to comply with paragraph 13.3.4.1 above.

#### 13.3.C Right to request

- (i) An employee entitled to parental leave may request the appropriate Secretary to allow the employee:
  - (a) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks
  - (b) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months
  - (c) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
- (ii) The appropriate Secretary shall consider the request having regard to the Department's or the Office's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the organisation's business. Such grounds might include cost, lack of adequate replacement employee, loss of efficiency and the impact on customer service.
- (iii) The employee's request and the appropriate Secretary's decision made under 13.3C (i)(b) and 13.3C (i)(c) must be recorded in writing.
- (iv) Where an employee wishes to make a request under 13.3C(i)(a), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

### 13.4 Personal/Carer's Leave

#### 13.4A. Use of Sick Leave

- (i) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in section 13.4A (iii)(b), shall be entitled to use, in accordance with this subclause, any sick leave accruing from 1 January 1998 in terms of subclause 13.2 for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (ii) The employee shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (a) the employee being responsible for the care of the person concerned; and
  - (b) the person concerned being:
    - (1) a spouse of the employee; or

- (2) a de facto spouse who, in relation to the employee, is a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis although not legally married to that person; or
  - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (5) a relative of the employee who is a member of the same household where, for the purposes of this subparagraph:
    - I. "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
    - II. "affinity" means a relationship that one spouse because of marriage has to the relatives of the other; and
    - III. "household" means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the appropriate Secretary notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the appropriate Secretary by telephone of such absence at the first opportunity on the day of the absence.

#### 13.4.B Use of Annual Leave

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

#### 13.4.C Unpaid Leave for Family Purpose

An employee may elect, with the consent of the appropriate Secretary, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in section 13.4A(iii)(b) who is ill.

#### 13.4.D Personal Carers entitlement for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in clause 13.4A(iii)(b) of the Award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.

This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).

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

- (iii) The appropriate Secretary must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the appropriate Secretary to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
  - (a) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (b) establish by production of documentation acceptable to the appropriate Secretary or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (v) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the appropriate Secretary of their inability to attend for duty. If it is not reasonably practicable to inform the appropriate Secretary during the ordinary hours of the first day or shift of such absence, the employee will inform the appropriate Secretary within 24 hours of the absence.

#### 13.4.E Bereavement entitlements for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in subclause (iii)(b) of Clause 13.4C Personal/Carers Leave.
- (ii) The appropriate Secretary and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. 2 days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) The appropriate Secretary must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an appropriate Secretary to engage or not engage a casual employee are otherwise not affected.

#### 13.5 Annual Leave

- (i) An employee may elect, with the consent of the appropriate Secretary, to take annual leave not exceeding 10 days in single-day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in subparagraph 13.5(i), shall be exclusive of any shutdown period provided for elsewhere under this Award.
- (iii) Where applicable, an employee and the appropriate Secretary may agree to defer payment of annual leave loading in respect of single-day absences until at least 5 consecutive annual leave days are taken.

#### 13.6 Time Off in Lieu of Payment for Overtime

- (i) An employee may elect, with the consent of the appropriate Secretary, to take time off in lieu of payment for overtime at a time or times agreed with the appropriate Secretary within 12 months of the said election.



- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary-time rate, that is, an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with subparagraph 13.6(i), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
- (iv) Where no election is made in accordance with subparagraph 13.6(i), the employee shall be paid overtime rates in accordance with the Award.

#### 13.7 Make-up Time

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

#### 13.8 Public Holidays

Payment (to the extent which would ordinarily have been paid had the day been a working day) shall be made for the following days:

New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Monday, Queen's Birthday, Labour Day, Christmas Day, Boxing Day,

whenever celebrated, and all other gazetted holidays proclaimed to operate throughout the State of NSW.

#### 13.9 Union Picnic Day

- (i) The picnic day will be held during the Christmas - New Year period.
- (ii) All employees will, as far as practicable, be given and will take this day as picnic day and shall be paid therefore as for 8 hours' work at the rates of pay prescribed in this Agreement.

#### 13.10 Recreation Leave Management

- (i) At least 2 consecutive weeks of recreation leave shall be taken by an employee every 12 months, except by agreement in special circumstances.
- (ii) When an employee has achieved an accrual of 30 days' recreation leave (maximum accrual without review is 40 days), their manager or supervisor will discuss the management of that accrued recreation leave with the employee, so that it may be taken at a time which suits the operational needs of the Department or the Office and the needs of the individual.

### **14. Allowances to Reimburse Expenses**

#### 14.1 Reimbursement of Meal Allowances - No Overnight Stay

Expenses incurred by employees when they are directed to travel on official business, including outside their normal working hours, without having to remain away from home base overnight and where meals are not provided by the Department or the Office, will be reimbursed to the level specified under this subclause. This entitlement to reimbursement is in lieu of any allowances which may otherwise apply under subclause 11.7. Receipts will not be required to substantiate meal expenditures claimed up to the levels set out in Schedule 3.

#### 14.2 Reimbursement for Accommodation and Meals - Overnight Stay

- (i) Where the employee is required to stay overnight and accommodation is not provided by the Department or the Office, the employee will be paid the actual cost of living expenses upon production of receipts plus the incidental expenses allowance as per Schedule 3.
- (ii) Where the employee is required to stay overnight and accommodation is provided by the Department or the Office, the employee will be paid the appropriate daily meal allowance plus the incidental expenses allowance as per Schedule 3.

#### 14.3 Travelling Time

- (i) Time spent travelling on official business during ordinary hours of work is regarded as on duty and is comprehended within an employee's minimum rate of pay as prescribed by clause 10. Time spent travelling on official business outside ordinary hours will attract additional payment or compensation, at the employee's ordinary rate of pay, i.e. single time.
- (ii) Where an employee is required to commence and/or finish work at a temporary work location, that is, not at their normal depot or workshop, they may be required to travel up to 20 minutes each way in their own time. Any time spent travelling beyond 20 minutes will be compensated at the employee's ordinary rate of pay, i.e. single time.

#### 14.4 Camping Expenses

- (i) The Department or the Office may elect to provide camping facilities for which a camping allowance is paid. The camping allowance is as prescribed in Schedule 3.
- (ii) Where the employee is required to camp and camping facilities are not provided by the Department or the Office in accordance with paragraph 14.4.(i), the camping equipment allowance prescribed in Schedule 3 shall be paid.

### **15. Inclement Weather**

#### Definition

For the purposes of this clause, "inclement weather" means wet weather or abnormal climatic conditions such as hail, cold, high winds, severe dust storms, extreme high temperature or any combination thereof.

#### 15.1 Continuation of Work

Appropriate functions can be carried out in inclement weather conditions, provided protective clothing of an agreed standard is issued. Decisions on working in inclement weather will rest with the supervisor after consultation with the employees affected and consistent with sound occupational health and safety principles:

### **16. First-Aid and Health and Safety Issues**

- (i) Where practicable, no less than one of the employees in each work group shall have a recognised qualification in first-aid.
- (ii) A standard first-aid kit shall be provided and maintained by the Department or the Office on all worksites to which this Agreement applies.
- (iii) In the event of any serious accident, happening or serious sickness occurring to any employee whilst at work, in the camp or going to or from the camp, the Department or the Office shall provide transport facilities to the nearest hospital or doctor at its expense.
- (iv) Any employee who is appropriately qualified and is approved by the appropriate Secretary to perform first-aid duty to any work group shall be paid a first-aid allowance in accordance with Schedule 3.

### 17. Work Apparel

The Department or the Office will issue, free of cost to employees, the following work apparel:

Item	Number
Trousers	4
Shirt (long/short sleeves)	4 (any combination)
Wool jumper	1
Jacket	1

One pair of overalls may be substituted for any pants/shirt combination.

2 sweat shirts may be substituted for the woollen jumper.

When requested by Workshop employees, up to 2 pairs of shorts may be substituted for up to 2 pairs of (long) trousers (to be worn under overalls)

Work apparel will be replaced on a fair-wear-and-tear, new-for-old-exchange basis.

It is a condition of employment that employees must wear the work apparel that is issued to them by the Department or the Office whilst on duty.

Employees will be responsible for the cost of laundering and maintenance of work apparel issue to them.

### 18. Tools and Protective Clothing

- (i) All tools required by employees shall be provided free of charge by the Department or the Office.
- (ii) The Department or the Office shall supply and the employee will wear, where appropriate, protective equipment and clothing as required by the *Work Health and Safety Act 2011* and Regulations as amended, e.g. hats, eye protection, overalls, etc.
- (iii) Protective equipment and clothing remains the property of the Department or the Office and, on resignation, retirement or dismissal, will be returned to the Department or the Office, if requested.
- (iv) An employee whose protective equipment and clothing is worn, spoiled or damaged due to the circumstances of their employment shall have the clothing replaced at no cost to the employee.

### 19. Settlement of Disputes

In accordance with the provisions of section 14 of the *Industrial Relations Act 1996*, the undermentioned procedures shall be applied in the settlement of disputes:

- (i) Reasonable time limits as defined in clause 3.vi must be allowed for discussion at each level of authority.
- (ii) The employee, employees or their representatives are required to notify the Department or the Office (the supervisor in the first instance) (in writing or otherwise) as to the substance of the grievance/dispute, requesting a meeting with the Department or the Office (Supervisor) for initial discussions and stating the remedy sought.
- (iii) Where a dispute arises in a particular section which cannot be resolved between the employees or their representative and supervising staff, it shall be referred to the Department's, the Office or the employee's Director, Industrial Relations or other nominated employee who may arrange for the matter to be discussed with the Union or Unions concerned.
- (iv) Failing settlement of the issue at this level, the matter should be referred to senior management. If the matter remains unresolved and if appropriate, the assistance of the appropriate Secretary may be requested.

- (v) If the matter remains unsolved, it should be referred to the Industrial Relations Commission of NSW under section 130 of the *Industrial Relations Act 1996*.
- (vi) Whilst these procedures are continuing, no stoppage of work or any form of limitation of work (excepting safety-related issues) shall be applied.

## 20. Anti-Discrimination

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

## 21. Counselling and Discipline

This clause shall not apply where the actions and/or behaviour of an employee are such as to constitute grounds for dismissal in accordance with subclause 81.

### 21.1 Early Intervention and Informal Counselling

- (i) Poor performance should be dealt with as performance difficulties are identified. For example:
  - (a) agreed goals and targets are not achieved within a reasonable or agreed time;
  - (b) agreed tasks are not performed; or

- (c) identified skills required are not demonstrated.
  - (ii) Informal counselling by the manager/supervisor of the employee should only occur under the following conditions:
    - (a) The employee is given reasonable notice of the proposed informal counselling session and the purpose of the session.
    - (b) The manager/supervisor should confine the counselling session to work performance, informing the employee of identified deficiencies in their performance by reference to the employee's work plan. The employee should be given the opportunity to respond to this information, which may or may not resolve the problem. If unresolved, the manager/supervisor will verbally, and in writing, confirm the work performance issues requiring improvement, the targets to be achieved, and the timeframe. The employee will also be informed of the next steps to be followed if improvements to work performance are not achieved within the required timeframe.
    - (c) If possible, the outcome of informal counselling should be agreed by the employee and their manager/supervisor. If the employee disagrees with the manager/supervisor's views on their work performance and/or proposals to improve work performance, they are to be informed of their right to use the agency's grievance and dispute resolution procedures.
    - (d) Resolution of the employee's grievance or dispute may result in the following:
      - no further action in regard to the employee's work performance; or
      - implementation of informal counselling outcomes; or
      - formal counselling if the level of poor work performance cannot be effectively managed by informal counselling or the employee refuses to accept informal counselling outcomes; or
      - administrative action if the work performance has been caused by organisational, personal or external factors.
- Early and effective information counselling in most areas will address work performance problem and inform the employee that poor work performance is unacceptable.

#### 21.2 Formal Counselling and Development of a Performance Improvement Plan

- (i) Formal counselling would normally be required in situations where:
  - (a) performance is still poor after informal supervisory counselling;
  - (b) the poor performance is beyond the scope of informal supervisory counselling;
  - (c) the poor performance exists at a formal feedback point in the annual cycle of performance assessments; or
  - (d) poor performance exists at the end of a probationary period.
- (ii) A formal counselling session would normally be the responsibility of the employee's line manager and conducted:
  - (a) at a predetermined time and location;
  - (b) with the employee having received adequate written notice of the purpose of the session, who will be in attendance, the poor work performance issues to be canvassed, proposed

strategies to address poor work performance, consequences of continued poor performance and the purpose of a performance improvement plan;

- (c) in accordance with the agenda. If there is no identified organisational, personal or external factors or deficiencies that can be attributed to the poor work performance, an agreed documented performance improvement plan should be developed by the manager/supervisor and employee;
- (d) with a support person in attendance (such a Union delegate or colleague) if desired by the employee.

The performance improvement plan should include agreed dates for progress reviews and be signed by the manager/supervisor and employee.

The employee's rights in relation to formal grievance and dispute resolution procedures should be maintained which, depending on the outcome, may result in:

- (a) no further action in regard to the employee's work performance; or
  - (b) implementation of formal disciplinary action if the employee has not good cause or reason to accept formal counselling; or
  - (c) alternative administrative action if the poor work performance is the result of organisational, personal or external problems.
- (iii) At the end of a formal counselling session, the employee and their manager/supervisor should be fully aware of the future management of the employee's work performance.
  - (iv) This information should be summarised in the formulation of a performance improvement plan. The performance improvement plan should be signed and a time agreed for the follow-up meeting. A copy should be given to the employee.

### 21.3 Follow-up Review of the Performance Improvement Plan

- (i) At the agreed date, the supervisor and employee should review the employee's performance and the remedial action taken as a result of the performance improvement plan.
- (ii) Where it is agreed that the performance is satisfactory, this should be documented and future performance should continue to be assessed through the normal feedback cycle of the performance management system. However, consideration should be given to setting an interim date for further counselling to assist the employee if required.
- (iii) If the employee has failed to improve performance at the agreed date, the supervisor should consider further action including:
  - (a) extension of the review period;
  - (b) transfer to another location at an equivalent grade;
  - (c) use of sanctions; and
  - (d) disciplinary action.
- (i) As in the previous counselling session, the principles of maintaining accurate records, informing those involved and allowing adequate preparation time should be followed.

- (ii) Any decision or recommendation made should be conveyed to the employee in writing and include:
  - (a) the decision or recommendation;
  - (b) a summary of the procedure to date and the basis for the decision;
  - (c) the consequence of the decision and, if applicable, the legislative basis under which any further action is being taken; and
  - (d) advice on how to access further information and assistance if required.
    - (i) Where consideration is being given to either extension of the review period, or transfer, the matter should be discussed with the employee and agreement to proceed sought. Otherwise, the agency's grievance and dispute resolution mechanism could be utilised. Failure to agree does not in itself preclude the proposed course of action but should raise serious doubts about the potential for success.

#### 21.4 Use of Sanctions

- (i) If performance remains unsatisfactory after the formulation and review of the performance improvement plan, it may be appropriate to consider the use of sanctions. The use of sanctions is intended to bring about an improvement in the performance of an individual. Sanctions must be related to work performance only. They may include the following:
  - (a) extension of probation period;
  - (b) cancellation of increment;
  - (c) cancellation of flex time; and/or
  - (d) cancellation of access to study leave provisions.
- (ii) Intended or actual use of any sanction must be approved at the appropriate managerial level and documented both in a written statement to the employee and in the revised performance improvement plan.

#### 21.5 Misconduct Action

- (i) Where consideration is being given to disciplinary action, the procedures contained within the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment Rules 2014* shall be followed.

### 22. Contractors' Protocol

Where work is to be carried out by contract, including subcontract, the Department or the Office will:

- (i) ensure that all tenders are properly scrutinised to ensure that prospective tenderers would, if successful, be paying Award rates, providing Award conditions and complying with other statutory provisions and the Department's or the Office's specified standards, including but not limited to safe working procedures.
- (ii) on being advised or otherwise becoming aware that a contractor or subcontractor is not paying Award rates, providing Award conditions or complying with any other statutory provisions, the Department or the Office will take necessary action to ensure that the situation is rectified. Should the contractor or subcontractor continue to breach the provision, then appropriate action, including termination of contract, will, if appropriate, be implemented.

### **23. Agreed Procedures for Market Testing and Contracting Out**

Where work is presently carried out by the Department's or the Office's wages employees, the parties agree that the Government's policy on Service Competition will be observed.

### **24. Ongoing Award Review**

- (i) A Single Bargaining Unit (SBU) will be established to monitor the viability of this Award and ensure adherence to the terms contained herein.
- (ii) The appropriateness of this Award and the clauses contained within to the Department or the Office and the Unions will be reviewed by the SBU continually while this Award is operating.
- (iii) This Award will continue to operate after its nominal expiry date unless the Department or the Office or the Union provide one month's notice that it is to expire.
- (iv) The SBU will be responsible for initiating and formulating any amendments to be developed and approved to this Award or replacement Award.
- (v) An Award developed by the SBU under subclause 24(iv) will replace this Award on:
  - (a) the date of commencement of such Award; or
  - (b) another date,as agreed between the Department or the Office and Unions.

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

- (i) The Union shall provide the appropriate Secretary with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- (ii) The Union shall advise the appropriate Secretary of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Department or the Office at least one month in advance of the variation taking effect.
- (iii) Subject to subclauses 25(i) and 25(ii), the Department or the Office shall deduct Union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the Union's rules, provided that the employee has authorised the Department or the Office to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the Union together with the necessary information to enable the Union to reconcile and credit subscriptions to employees' Union membership accounts.
- (v) Unless other arrangements are agreed to by the appropriate Secretary and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.



**PART B****MONETARY RATES****Schedule 1 - Wage Rates**

	Effective from the first full pay period on or after 01 July 2018 (2.5%) Per Week \$
Trainee	910.30
Grade I	948.80
Grade II	1000.20
Grade III	1053.60
Grade IV	1082.80
Grade V	1143.90
Grade VI	1219.30
Grade VII	1280.10

**Schedule 2 - Conservation Field Officers Proposed Tasks/Competency and Grading Alignment**

This document outlines the work undertaken by Conservation Field Officers and the appropriate units of competence (competency) that aligns with the roles. The relevant tasks and competencies have been matched to the proposed grading structure.

Work groups have been established to assist all stakeholders to validate the proposed structure. The workgroups are:

Group 1	Farm Operations
Group 2	Water Operations
Group 3	Lands/Park Operations
Group 4	Dam Operations
Group 5	River Operations
Group 6	Fitters Operations
Group 7	Survey Field Operations
Group 8	Building Maintenance Operations
Group 9	Earthmoving Operations

The purpose of this document and format is to establish an understanding of the relationship between the roles undertaken and the competency achieved and the level or grade at which that role will be recognised.

The competencies identified for each work group and grade are nationally endorsed units of competence. The units have been selected from various industry packages as examples of units of competence which reflect the roles undertaken by employees covered by the new consent Award. The selection of the competencies for each grade will be subject to ongoing review and replacement as the nature of roles and technology changes. The identifying codes for each competency indicate the current source industry package. Example competencies have been accessed from packages which include:

Rural Production, RTE03

Amenity Horticulture, RTF03

Conservation and Land Management, RTD02

Water Industry, NWP01

Asset Maintenance, PRM04

Asset Security, PRS03

Civil Construction, BCC03

General Construction, BCG03

Metal and Engineering Industry, MEM98

Public Safety, PUA00

Forest and Forest Products Industry, FPI99

Extractive Industry, MNQ03

Laboratory Operations, PML99

Automotive Industry Retail, Service and Repair

Business Services, BSB01

Transport and Distribution, TDT02

Sea Food Industry, SFI04

Electrotechnology, UTE99

Property Development and Management, PRD01

National Public Services, PSP99

When reviewing the relevant section/s of this document, stakeholders need to confirm that the competencies are representative of the type of roles carried out in their respective workgroups. The refinement of identifying the specific competencies to roles will be addressed in the transitional arrangements which will proceed outside the formal Award.

Following is the grading structure and the proposed task/competency alignments for each work group:

**COMPETENCY/GRADING ALIGNMENT CONSERVATION FIELD OFFICERS**

Trainee	Grade 1	Grade 2	Grade 3
<p>Entry/induction training to align with achieving Grade 2 competencies.</p>	<p>Achievement of a selected number of Entry Level competencies required.</p> <p>Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.</p> <p>This grade equates to about half of Grade 2 requirements.</p>	<p>Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operational tasks.</p> <p>Completion of competencies at this level predominantly fit with to national certificate AQF Level.</p>	<p>Achievement of limited number of operational competencies selected from a higher level.</p> <p>Enables an employee to be recognised for specialisation which may not be required full-time.</p> <p>Reflects work undertaken mainly at Level 2 with some additional competencies from Level Grade 3.</p>
Grade 4	Grade 5	Grade 6	Grade 7
<p>Achievement of additional competencies required.</p> <p>Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.</p> <p>Predominantly equates with national certificate AQF Level 3.</p>	<p>Achievement of additional competencies required.</p> <p>Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills. Some work is from a higher level.</p> <p>Predominantly equates to a higher national certificate AQF Level 3.</p>	<p>Specialised competencies required to progress to this grade.</p> <p>Roles undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of broad unpredictable problems and skill in a range of areas with depth in some.</p> <p>Roles undertaken at this level equates to AQF Level 4 and reflects the application of technical skills to a range of situations.</p>	<p>Specialised competencies required to progress to this grade.</p> <p>Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.</p> <p>Predominantly equates with to a higher national certificate AQF Level 4.</p>

**Trainee:**

Entry/induction training to align with achieving Grade 2 competencies.

Completion of relevant induction training program to be confirmed in transitional arrangements.

**Grade 1 Progression Criteria:**

Achievement of a selected number of entry level competencies required.

Competencies selected are a mix of generic and operational competencies applied in a narrow range of areas.

This grade equates to about half of Grade 2 requirements.

The requirements for progression from Trainee to Grade 1 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

**Grade 2 Progression Criteria:**

Achievement of additional competencies required.

Working at this level defines a competent Conservation Field Officer undertaking a moderate range of operation tasks.

Completion of competencies at this level align to national certificate AQF Level 2.

The requirements for progression from Grade 1 to Grade 2 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

**Grade 3:**

Achievement of limited number of operational competencies selected from a higher level.

Enables an employee to be recognised for specialisation which may not be required on an ongoing basis .

Reflects roles undertaken between Grade 2 and Grade 4.

The requirements for progression from Grade 2 to Grade 3 is the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade.

**Grade 4:**

Achievement of additional competencies required.

Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well-developed skills.

Aligns to national certificate AQF Level 3.

The requirements for assignment to a role at Grade 4 are the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

**Grade 5:**

Achievement of additional competencies required.

Roles undertaken at this level relates to the application of relevant theoretical knowledge and a range of well developed skills. Some work is from a higher level

Aligns to higher national certificate AQF Level 3.

The requirements for assignment to a role at Grade 5 are the completion of the appropriate units (detailed in the relevant grading handbook) that reflect work recognised at this grade and the availability of work at the higher grading.

Grade 6:

Achievement of additional competencies required.

Roles undertaken at this level reflects a broad knowledge base, application of solutions to a defined range of unpredictable problems and skill in a broad range of areas with depth in some.

Aligns to national certificate AQF Level 4.

The requirements for assignment to a role at Grade 6 are the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading.

Grade 7:

Achievement of additional competencies required.

Provides recognition of advanced technical trade skills and or qualifications beyond those of Grade 6.

Aligns to higher level national certificate AQF Level 4.

The requirements for assignment to a role at Grade 7 are the completion of the appropriate units which reflect work recognised at this grade and the availability of work at the higher grading

### **SCHEDULE 3 - ALLOWANCES**

**Table A - Work Related Allowances**

(Subject to variations to Schedule C of the Crown Employees Wages Staff (Rates of Pay) Award 2018

Clause No.	Description and Authority	Amount 1st pp after 1/7/18 \$
9.6	Supervision Allowance	47.20 Per Week
16	First Aid Allowance	3.45 per day

**Table B - Expenses Related Allowances**

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

Clause No.	Description and Authority	Amount (1.7.2018) \$
11.7	Meal Allowance (Overtime) Breakfast: where required to start work before 6.00 am Lunch: for overtime required to be worked after 1.30 pm on Saturdays, Sundays and public holidays Dinner: when required to work after 6.00 pm	Per ATO Determination
14.1	Reimbursement of meal allowances - no overnight stay (Part day travel) Breakfast: when travel starts before 6.00 am Lunch: when employee unable to have lunch at normal workplace Dinner: when employee works and travels after 6.30 pm	Per ATO Determination
14.2	Incidental Expenses Allowance when claiming actual expenses for overnight accommodation and meals or where accommodations provided by Department or the Office.	Per ATO Determination per day
14.4 (i)	Camping Allowance  Established Camp Non established Camp Additional allowance in excess of 40 nights per annum	As at 1.7.2018 (i.e. 2.1% March 2018 Sydney CPI) 33.00 per night 43.60 per night 10.40 per night
14.4 (ii)	Camping equipment allowance Bedding and/or sleeping bag allowance	32.70 per night 5.50 per night

P. M. KITE, *Chief Commissioner*

Printed by the authority of the Industrial Registrar.

**CROWN EMPLOYEES (PUBLIC SECTOR - SALARIES 2019) AWARD**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 103691 of 2019)

Before Chief Commissioner Kite

21 June 2019

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

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Salaries
4.	Allowances
5.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
6.	Dispute Settlement Procedure
7.	Anti-Discrimination
8.	No Extra Claims
9.	Area, Incidence and Duration

Schedule A - List of Awards, Agreements and Determinations

Schedule B - Common Salary Points

**PART B****MONETARY RATES****AWARDS****AGREEMENTS AND DETERMINATIONS****1. Title**

This award will be known as the Crown Employees (Public Sector - Salaries 2019) Award.

**2. Definitions**

In this Award:

- (i) "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- (ii) "Employee" means and includes any person appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (iii) "Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

### 3. Salaries

- (i) The salaries under this Award are payable to employees appointed to or performing the duties of any of the positions covered by the Awards, Agreements and Determinations listed in Schedule A to this Award.
- (ii) The salaries payable are prescribed in Part B, Monetary Rates, of this Award.
- (iii) The salaries prescribed in Part B reflect:
  - a 2.5% increase to salaries payable with effect from the first full pay period to commence on or after 1 July 2019;

### 4. Allowances

- (i) The following allowances in the Awards, Agreements and Determinations in Schedule A are subject to adjustment in line with the salary increases in clause 3, Salaries of this Award:

Additional Responsibilities Allowance

All Incidents of Employment Allowance

Charge Hand Allowance

Community Language Allowance

Diving Allowance

Environmental Allowance

Extraneous Duties Allowance

First Aid Allowance

Flying Allowance

In-Lieu of Overtime Allowance

Leading Hand Allowance

Licence Allowances covered in Trade Based Groups Agreement No. 2301 of 1981 and the Crown Employees (General Staff - Salaries) Award 2007

Officer-in-Charge Allowance

On-Call Allowance

Part-Time Building Managers/House Officers Allowance

Any Wage Related Allowances applicable to the Crown Employees (General Staff - Salaries) Award 2007

Qualifications Allowances - where the qualification is deemed to be a requisite for the position in question

Resident Officers Allowance

Shift Allowances



Special Rates Allowance

Supervision Allowance

Service Increments expressed as a separate sum

Word Processing Allowance

- (ii) In addition to the allowances listed in subclause (i) of this clause, any other allowance in the Awards, Agreements and Determinations listed in Schedule A which is normally moved in accordance with salary increases is to be adjusted in line with the salary increase in clause 3, Salaries of this award.

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

- (i) The entitlement to salary package in accordance with this clause is available to:
- (a) ongoing full-time and part-time employees;
  - (b) temporary employees, subject to the Department or agency's convenience; and
  - (c) casual employees, subject to the Department or agency's convenience, and limited to salary sacrifice to superannuation in accordance with subclause (vii).
- (ii) For the purposes of this clause:
- (a) "salary" means the salary or rate of pay prescribed for the employee's classification by clause 3, Salaries, Part B of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
  - (b) "post compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- (iii) By mutual agreement with the Secretary, an employee may elect to package a part or all of their post compulsory deduction salary in order to obtain:
- (a) a benefit or benefits selected from those approved by the Secretary; and
  - (b) an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.
- (iv) An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- (v) The agreement shall be known as a Salary Packaging Agreement.
- (vi) Except in accordance with subclause (vii), a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Secretary at the time of signing the Salary Packaging Agreement.
- (vii) Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (a) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or

- (b) where the employer is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - (c) subject to the Department or agency's agreement, paid into another complying superannuation fund.
- (viii) Where the employee makes an election to salary sacrifice, the employer shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- (ix) Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (a) *Police Regulation (Superannuation) Act 1906*;
  - (b) *Superannuation Act 1916*;
  - (c) *State Authorities Superannuation Act 1987*; or
  - (d) *State Authorities Non-contributory Superannuation Act 1987*,

the employee's Department or agency must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.

- (x) Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in subclause (ix) of this clause, the employee's Department or agency must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Department or agency may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- (xi) Where the employee makes an election to salary package:
- (a) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - (b) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under clause 3, Salaries, or Part B of this Award if the Salary Packaging Agreement had not been entered into.
- (xii) The Secretary may vary the range and type of benefits available from time to time following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- (xiii) The Secretary will determine from time to time the value of the benefits provided following discussion with the Association. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## **6. Grievance and Dispute Settling Procedure**

All grievances and disputes relating to the provisions of this Award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate agency, if required.

- (i) An employee is required to notify in writing their immediate manager, as to the substance of the dispute or difficulty, request a meeting to discuss the matter and, if possible, state the remedy sought.
- (ii) Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager, the notification may occur to the next appropriate level of management, including, where required, to the appropriate Department Head or Delegate.
- (iii) The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the dispute or difficulty within two (2) days, or as soon as practicable, of the matter being brought to attention.
- (iv) If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) days, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the employee until the matter is referred to the Department Head.
- (v) The Department Head may refer the matter to the Secretary for consideration.
- (vi) In the event that the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter
- (vii) An employee, at any stage, may request to be represented by an Association representative.
- (viii) The employee or the Association on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of New South Wales if the matter is unresolved following the use of these procedures.
- (ix) The employee, Association, Department and Secretary shall agree to be bound by any lawful recommendation, order or determination by the Industrial Relations Commission of New South Wales in relation to the dispute.
- (x) Whilst the procedures outlined in (i) to (ix) are being followed, normal work undertaken prior to notification of the grievance or dispute shall continue unless otherwise agreed between the parties, or, in the case involving Occupational Health and Safety, if practicable, normal work shall proceed in such a manner as to avoid any risk to the health and safety of any employee or member of the public.

## **7. Anti-Discrimination**

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

- (c) Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
  - (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
  - (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
 

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

### **8. No Extra Claims**

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

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

- (i) This Award shall apply to employees employed in the classifications covered by the Awards, Agreements and Determinations listed in Schedule A of this Award.
- (ii) This Award shall not apply to:
  - (a) persons falling within the operation of the Livestock Health and Pest Authorities Salaries and Conditions Award and
  - (b) persons employed by Roads and Maritime Services.
- (iii) This Award rescinds and replaces the Crown Employees (Public Sector - Salaries 2018) Award published 31 May 2019 (384 I.G. 292).
- (iv) This Award shall take effect on and from 1 July 2019 and shall remain in force until 30 June 2020.

## **SCHEDULE A**

### **LIST OF AWARDS, AGREEMENTS AND DETERMINATIONS**

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

#### **Awards:**

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

Crown Employees (Correctional Officers, Department of Attorney General and Justice - Corrective Services NSW) Award

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

Crown Employees (Departmental Officers) Award

Crown Employees Sound Reporters) Award

Crown Employees (Department of Attorney General and Justice (Juvenile Justice) - 38 Hour week Operational Staff 2015) Reviewed Award

Crown Employees (Office of Sport - Catering Officers) Award

Crown Employees (Office of Sport - Centre Managers) Award

Crown Employees (Office of Sport - Program Officers) Award

Crown Employees (Office of Sport - Services Officers) Award

Crown Employees Department of Family and Community Services NSW (Aboriginal Housing Award) 2016

Crown Employees (Department of Finance, Services and Innovation) Award 2015

Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Salaried Staff Award 2012

Crown Employees (Department of Industry, Skills and Regional Development) Food Safety Officers Award

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

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

Crown Employees (General Staff - Salaries) Award 2007

Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016

Crown Employees (Interpreters and Translators, Multicultural NSW) Award

Crown Employees (Jenolan Caves Reserve Trust) Salaries Award 2016

Crown Employees - Legal Officers (Crown Solicitor's Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Award 2016

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

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

Crown Employees (NSW Department of Family and Community Services - Community Services Division) After Hours Service Award 2016

Crown Employees (NSW Department of Finance, Services and Innovation - Graphic Service Operators) Award

Crown Employees (NSW Department of Justice) Casino Inspectors Transferred from Department of Gaming and Racing Award

Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Crown Employees (NSW Department of Justice) Exhibition Project Managers and Project Officers) Australian Museum Award

Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Local Coordinator Allowance Award

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award

Crown Employees (NSW Department of Justice) Museum of Applied Arts and Sciences - Casual Guide Lecturers Award

Crown Employees (Department of Industry, Skills and Regional Development) Professional Officers Award

Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award

Crown Employees (NSW Department of Justice) State Library Security Staff Award 2007

Crown Employees (Department of Industry, Skills and Regional Development) Technical Staff Award

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

Crown Employees (NSW Police Force Communications Officers) Award

Crown Employees (NSW Police Force Police Band) Award

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

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority) General Award 2015

Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Conditions of Employment Award 2015

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

Crown Employees (Department of Finance, Services and Innovation – SafeWork NSW Inspectors 2007) Award

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

Crown Employees (Parliament House Conditions of Employment) Award 2015

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

Crown Employees (Planning Officers) Award 2016

Crown Employees (Psychologists) Award

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

Crown Employees (Public Service Training Wage) Reviewed Award 2008

Crown Employees (Research Scientists) Award 2007

Crown Employees (Rural Fire Service) Award

Crown Employees (School Administrative and Support Staff) Award

Crown Employees (Senior Assistant Superintendents and Assistant Superintendents, Department of Attorney General and Justice - Corrective Services NSW) Award 2009

Crown Employees (Senior Officers Salaries) Award 2012

Crown Employees (Sheriff's Officers) Award 2007

Crown Employees (State Emergency Service) Learning and Development Officers Award 2012

Crown Employees (State Emergency Service) Region Staff Award 2017

Crown Employees (State Emergency Service) State Operations Centre – Continuous Shift Workers Award 2017

Crown Employees (Tipstaves to Justices) Award 2007

Crown Employees (Trades Assistants) Award

Taronga Conservation Society Australia Salaried Employees Award

#### **Agreements and Determinations:**

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

Architects etc. Agreement No. 1733 of 1971

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

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

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

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

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

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

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

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

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

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

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

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

Conservators, Cultural Institutions Agreement No. 2504 of 1987

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

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

Curators and Registrars Cultural Institutions Agreement No. 2508 of 1987

Departmental Professional Officers Determination No. 866 of 1987

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

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

Engineers Agreement No. 1734 of 1971

Escorts and Travelling Attendants Agreement No. 2270 of 1980

Gardening, Parks and Horticultural and Landscape Staff Amending Agreement No. 2320 of 1981; Gardening, Parks and Horticultural and Landscape Staff Agreement No. 2266 of 1980; Determination No. 767 of 1982

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

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

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

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

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

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

Legal Officers, Various Departments Agreement No. 2375 of 1982

Maintenance Officer State Library of NSW, Determination No 939 of 2004  
Media Monitoring Unit, Premier's Department Agreement No. 2546 of 1997

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

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



Parliament House, Administrative and Clerical Officers, Determinations of the Presiding Officers

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

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff) Agreement No. 2379 of 1981, Agreement No. 2381 of 1981, Agreement No. 2382 of 1981

Parole Officers, Department of Corrective Services Industrial Authority Determination

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

Pharmacists Agreement No. 2441 of 1982

Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

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

Scientific Officers Various Departments Agreement No. 2433 of 1982

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

Social Workers, Various Departments Agreement No. 2374 of 1982

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

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

Technical Officers (Engineering) Determination No. 803 of 1983

Technical Surveyors, All Departments Agreement No. 2494 of 1986

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

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

Tracers, Various Departments, Agreement No.2192 of 1975

## **SCHEDULE B**

### **COMMON SALARY POINTS**

- (i) History of the Crown Employees (Common Salary Points) Award:

This Schedule contains a summary of the Crown Employees (Common Salary Points) Award made 30 July 1990 published 1 October 1993 (276 I.G. 941) and Erratum published 3 December 1993 (277 I.G. 576).

The parties have agreed to the rescission of the Crown Employees (Common Salary Points) Award in accordance with the s19 Award Review process, and to the inclusion of a summary of the award as a schedule to the Crown Employees (Public Sector - Salaries January, 2000) Award and any replacement award, until such time as a new classification and grading system has been agreed and implemented by the parties.

The Crown Employees (Common Salary Points) Award was introduced under the Structural Efficiency Principle to establish a set of 130 common salary points, replacing about 1400 salary points spread across about 500 separate classifications in the NSW public service. The introduction of common salary points allowed for the simplification of pay structures, the encouragement of the review and redesign of jobs to improve work arrangements and the simplification of pay administration.

Summary of the Crown Employees (Common Salary Points) Award

The Crown Employees (Common Salary Points) Award applied to all persons employed by an organisation specified in Table 1 for whom an annual salary rate was prescribed by an award specified in Table 2 or by an agreement or determination but did not include a person who was occupying a position specified in Table 3.

It took effect from the beginning of the first full pay period to commence on or after 1 July 1991. The annual salary rates applicable to the various classifications of employees were to be drawn from the common salary points prescribed by Table 4. The actual common salary points applicable to a particular classification of employees were to be prescribed by an award, agreement or determination. Annual salary rates prescribed by an award, agreement or determination that exceeded the rate prescribed by the highest common salary point were not affected by the award.

Table 1: Organisations

Table 2: Awards

Table 3: Classifications (by organisation) excluded

Table 4: Common salary points

(ii) Current Common Salary Points

These Common Salary Points apply only to the classifications contained in this Award, as appropriate. Prior relationships between salaries and Common Salary Points continue, but there is no extension of their use by the making of this Award. Where Common Salary Points have been identified in this Award the CSP Numbers have been noted next to the salary rates to assist calculation and checking.

		1.7.19 Per annum 2.5% \$
Common Salary Point:	1	26337
	2	28101
	3	29585
	4	31366
	5	33358
	6	35595
	7	37835
	8	40429
	9	42871
	10	45347
	11	45762
	12	46171
	13	46633
	14	47117
	15	47561
	16	48110
	17	49322
	18	49807
	19	50240
	20	50667

	21	51149
	22	51626
	23	52810
	24	53329
	25	53767
	26	54204
	27	54640
	28	55102
	29	55669
	30	56144
	31	56592
	32	57141
	33	57603
	34	58144
	35	58615
	36	59211
	37	59777
	38	60273
	39	60896
	40	61399
	41	62088
	42	62576
	43	63196
	44	63666
	45	64285
	46	64779
	47	65460
	48	66003
	49	66682
	50	67330
	51	67853
	52	68543
	53	69130
	54	69733
	55	70425
	56	71084
	57	71711
	58	72418
	59	73176
	60	73855
	61	74603
	62	75306
	63	76191
	64	76931
	65	77578
	66	78495
	67	79297
	68	79877
	69	80795
	70	81592
	71	82406
	72	83108
	73	83968
	74	84635
	75	85488
	76	86430
	77	87169
	78	88184
	79	88889

	80	89855
	81	90661
	82	91641
	83	92535
	84	93349
	85	94327
	86	95171
	87	96194
	88	97152
	89	98129
	90	99102
	91	100056
	92	100982
	93	102043
	94	103140
	95	104226
	96	105318
	97	106378
	98	107541
	99	108573
	100	109682
	101	110745
	102	111805
	103	112835
	104	113859
	105	115017
	106	116183
	107	117343
	108	118507
	109	119685
	110	120857
	111	122038
	112	123229
	113	124413
	114	125600
	115	126843
	116	128089
	117	129360
	118	130647
	119	132078
	120	133519
	121	134667
	122	135807
	123	137319
	124	138830
	125	140358
	126	141882
	127	143370
	128	144871
	129	146499
	130	148134

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

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

Administrative and Clerical Officer		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.5% \$
Clerks General Scale		
Clerks General Scale step 1	4	31366
Clerks General Scale step 2	6	35595
Clerks General Scale step 3 - 1st year of service or 18 years	7	37835
Clerks General Scale step 4 - Minimum for - employee with Business Administration Certificate III, - Government Certificate III or equivalent at 18 years of age - employee with Higher School Certificate qualification at 19 years of age	9	42871
Clerks General Scale step 5 - Minimum for: - employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age - employee 20 years of age	11	45762
Clerks General Scale step 6 - Minimum for employee 21 years of age	17	49322
Clerks General Scale step 7	20	50667
Clerks General Scale step 8	23	52810
Clerks General Scale step 9	25	53767
Clerks General Scale step 10	28	55102
Clerks General Scale step 11	32	57141
Clerks General Scale step 12	36	59211
Clerks General Scale step 13	40	61399
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No 202 of 1979 shall be paid by way of allowance above Step 13 of the General Scale	-	64024
Grade 1		
1st year of service	46	64779
Thereafter	49	66682
Grade 2		
1st year of service	52	68543
Thereafter	55	70425
Grade 3		
1st year of service	58	72418
Thereafter	61	74603
Grade 4		
1st year of service	64	76931
Thereafter	67	79297
Grade 5		
1st year of service	75	85488
Thereafter	78	88184
Grade 6		
1st year of service	82	91641
Thereafter	85	94327

Grade 7		
1st year of service	88	97152
Thereafter	91	100056
Grade 8		
1st year of service	95	104226
Thereafter	98	107541
Grade 9		
1st year of service	101	110745
Thereafter	104	113859
Grade 10		
1st year of service	108	118507
Thereafter	111	122038
Grade 11		
1st year of service	116	128089
Thereafter	120	133519
Grade 12		
1st year of service	126	141882
Thereafter	130	148134

## Crown Employees (Correctional Officers, Department of Justice - Corrective Services NSW) Award

Correctional Officers - Department of Corrective Services		
Classification and Grades	CSP NO.	1.7.19 Per annum 2.50% \$
Probationary Correctional Officer	45	64285
Correctional Officer - 1st year	47	65460
2nd year and thereafter	49	66682
Correctional Officer, First Class -1st year	55	70425
2nd year and thereafter	63	76191
Senior Correctional Officer	69	80795
Overseer - 1st year	55	70425
2nd year and thereafter	63	76191
Senior Overseer	69	80795
Industries and Maintenance Allowance - Overseer 1st year		10374
Overseer 2nd year and thereafter		4604
Senior Overseer		9059

Incidental Allowance -	
Probationary Correctional Officer (in training)	n/a
Probationary Correctional Officer (on graduation)	1057
Correctional Officer 1st year	1548
Correctional Officer 2nd year and thereafter	2120
Correctional Officer, First Class 1st year	3169
Correctional Officer, First Class 2nd year and	3169
Senior Correctional Officer	5283
Overseer 1st year	3169
Overseer 2nd year and thereafter	3169
Senior Overseer	5283

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

Annualised Salary Package - Kempsey, Dillwynia and Wellington Correctional Centres		
Classification and Grades		1.7.19 Per annum 2.50% \$
General Manager		198466
Manager of Security		167433
Principal Correctional Officer		129366
Chief Correctional Officer		121092
Correctional Officers - Kempsey, Dillwynia and Wellington Correctional Centres		
	Common Salary Points	1.7.19 Per annum 2.50% \$
Senior Correctional Officer	69	80795
Correctional Officer 1st Class Year 2	63	76191
Correctional Officer 1st Class Year 1	55	70425
Correctional Officer Year 2	49	66682
Correctional Officer Year 1	47	65460
Correctional Officer Probationary	45	64285
Correctional Officer (Training)	45	64285
Incidental Allowance:		
Senior Correctional Officer	-	5283
Correctional Officer 1st Class Years 1 and 2	-	3169
Correctional Officer Year 2	-	2120
Correctional Officer Year 1	-	1587
Correctional Officer Probationary	-	1057
Principal Industry Officer Level 1	-	134902
Principal Industry Officer Level 2	-	128389
Chief Industry Officer	-	122290
Senior Overseer	80	89855
Overseer	69	80795
Senior Overseer	-	5283
Overseer	-	3169

## Crown Employees (Departmental Officers) Award

Departmental Officer		
Classifications and Grades		1.7.19 Per annum 2.50% \$
General Scale	Year 1	37835
	Year 2	45762
	Year 3	49322
	Year 4	50667
	Year 5	52810
	Year 6	53767
	Year 7	55102
	Year 8	57141
	Year 9	59211
	Year 10	61399

Grade 1-2 (Level 1)	Year 1	64779
	Year 2	66682
	Year 3	68543
	Year 4	70425
Grade 3-4 (Level 2)	Year 1	72418
	Year 2	74603
	Year 3	76931
	Year 4	79297
Grade 5-6 (Level 3)	Year 1	85488
	Year 2	88184
	Year 3	91641
	Year 4	94327
Grade 7-8 (Level 4)	Year 1	97152
	Year 2	100056
	Year 3	104226
	Year 4	107541
Grade 9-10 (Level 5)	Year 1	110745
	Year 2	113859
	Year 3	118507
	Year 4	122038
Grade 11 (Level 6)	Year 1	128089
	Year 2	133519
Grade 12 (Level 7)	Year 1	141882
	Year 2	148134
Senior Officer Grade 1 (Level 8)	Year 1	165750
	Year 2	178599
Senior Officer Grade 2 (Level 9)	Year 1	181622
	Year 2	194427
Senior Officer Grade 3 (Level 10)	Year 1	200933
	Year 2	220566

## Crown Employees (Sound Reporters) Award

Multi-Skilled Reporters and Sound Reporters Dual Remote		
Classification and Grade	Common Salary Point	1.7.19 Per annum 2.50% \$
Trainee Multi-Skilled Sound Reporter Year 1	46	64779
Multi-Skilled Sound Reporter Year 2	52	68543
Multi-Skilled Sound Reporter Year 3	55	70425
Multi-Skilled Sound Reporter Year 4	58	72418
Multi-Skilled Sound Reporter Year 5	61	74603
Sound Reporter Dual Remote	64	76931

## Crown Employees (Department of Justice (Juvenile Justice) - 38 Hour week Operational Staff 2015) Reviewed Award

Classification and Grades	A & C Grade Equivalent	1.7.19 Per annum 2.50% \$
Unqualified Youth Officer - Level 1	GS Year 10	61399
Youth Officer		
Level 2		
Year 1	Min 1	64779
Year 2	Max 1	66682
Year 3	Min 2	68543



Level 3 Year 1	Max 2	70425
Shift Supervisor/Assistant Unit Manager - Level 4 Year 1	Min 4	76931
Year 2	Max 4	79297
Year 3	Min 5	85488
Year 4	Max 5	88184
Unit Manager - Level 5 Year 1	Min 6	91641
Year 2	Max 6	94327
Year 3	Min 7	97152
Year 4	Max 7	100056
Assistant Manager - Level 6 Year 1	Min 8	104226
Year 2	Max 8	107541
Year 3	Min 9	110745
Year 4	Max 9	113859
Centre Manager - Level 7 Year 1	Min 10	118507
Year 2	Max 10	122038
Centre Manager - Level 8 Year 1	Min 11	128089
Year 2	Max 11	133519
Centre Manager - Level 9 Year 1	Min 12	141882
Year 2	Max 12	148134
Vocational Instructor (Trade, Maintenance, Grounds) Level 1, Year 1	-	61399
Level 2 Year 1	-	64779
Year 2	-	66682
Year 3	-	68543
Year 4	-	70425
Kitchen Support Officer and Vocational Instructor (Cook) Level 1 Year 1	-	50667
Year 2	-	52810
Level 2 Year 1	-	64779
Year 2	-	66682
Year 3	-	68543
Year 4	-	70425
Vocational Instructor (Cook Supervisor)	-	73222
Logistics Officer Level 4 Year 1	-	85488
Year 2	-	88184
Level 5 Year 3	-	91641
Year 4	-	94327
Court Supervisor - Level 4 Year 1	Min 4	76931
Year 2	Max 4	79297
Year 3	Min 5	85488
Year 4	Max 5	88184

Drug Detection Security and Intelligence Officer Level 2		
Year 1	Min 1	64779
Year 2	Max 1	66682
Year 3	Min 2	68543
Level 3	Max 2	70425
Chokage Allowance (per day)		5.20
Uniform Allowance (per week)		5.40
Trade Allowance (per annum)		1966
Supervisory Allowance (per week)		53.85
Allocated Youth Officer Additional Responsibilities Allowance (per hour)		1.39

Crown Employees (Office of Sport - Catering Officers) Award

Classification and Grades	1.7.19 Per annum 2.50% \$
Level 1	59986
Level 2	61883
Level 3	63748
Level 4	65803
Level 5	68132
Catering Officers - Academy Allowance	
Senior Catering Officer	5244
Catering Officer	2530
Apprentice	2025

Crown Employees (Office of Sport- Centre Managers) Award

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

Allowance	1.7.19 Per annum 2.50% \$
Annual allowance (Clause 11)	11893

Crown Employees (Office of Sport - Program Officers) Award

Program Officers - Department of the Arts, Sport and Recreation	
Classification and Grades	1.7.19 Per annum 2.50%
Program Officers	
Level 1	60673
Level 2	63049
Level 3	66608
Level 4	71367
Level 5	73744
Level 6	77324
Level 7	80884
Level 8	84462
Level 9	88019
Level 10	91598

Level 11	95151
Level 12	97532
Program Officers - Temporary employees	1.7.19 Per day 2.50% \$
Level 1	232.90
Level 2	241.40
Level 3	254.70
Level 4	274.15
Level 5	282.60
Level 6	295.95
Level 7	310.50
Level 8	323.85
Level 9	337.20
Level 10	350.55
Level 11	365.10
Level 12	373.60
Program Officers - Casual Employees	1.7.19 Per day 2.50% \$
Level 1	261.65
Level 2	271.90
Level 3	287.25
Level 4	307.70
Level 5	318.05
Level 6	333.40
Level 7	348.80
Level 8	364.20
Level 9	379.55
Level 10	395.00
Level 11	410.35
Level 12	420.55
	1.7.19 Per day 2.50% \$
Program Officer (Group Leader)	203.35 246.65
Allowances	
Sport and recreation allowance - Permanent Program Officers (per annum)	11893
Sport and recreation allowance- Temporary Program Officers (per day)	45.60
Night duty allowance - Casual Program Officers(per night)	97.30
Night duty allowance - Program Officer(Group Leader) (per night)	46.95

## Crown Employees (Office of Sport - Services Officers) Award

Table 1 - Salary Scale for Services Officers Prior to Competency Attainment	
Classification and Grades	1.7.19 Per annum 2.50% \$
Level 1	50811
Level 2	53592
Level 3	55898
Level *4	58208

Level 1	25.61
Level 2	27.02
Level 3	28.20
Level 4	29.38
<b>Table 2 - Salary Scale for Services Officers after Competency Attainment</b>	
Classification and Grades	1.7.19 Per annum 2.50% \$
Level 1	52334
Level 2	55203
Level 3	57580
Level 4*	59955
	Per hour \$
Level 1	26.42
Level 2	27.86
Level 3	29.04
Level 4	30.23

\* Services Officer (Grounds person) and Services Officer (Gardener) salary rate

<b>Table 3 - Salary Scale for Assistant Services Officers</b>	
Classification and Grades	1.7.19 Per annum 2.50% \$
Level 1	50811
Level 2	53592
	Per hour \$
Level 1	25.61
Level 2	27.02

Crown Employees Department of Family and Community Services NSW (Aboriginal Housing Award) 2016

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

Crown Employees (Department of Finance, Services and Innovation) Award 2015

<b>Department of Commerce (other than GCIO, OFT, OIR, Businesslink)</b>	
Classifications and Grades	1.7.19 Per annum 2.50% \$
<b>DPWS Professional Staff -</b>	
General Scale 1	38357
General Scale HSC 19 years	43460
General Scale 2 or age 20	46388
General Scale 3 or age 21	49994
General Scale 4	51362
General Scale 5	53529
General Scale 6	54502
General Scale 7	55858
General Scale 8	57923
General Scale 9	60022
General Scale 10	62235
General Scale 11	64065
General Scale 12	65662
General Scale 13	67593

Grade 1	
Year 1	68248
Year 2	72059
Year 3	77231
Year 4	82707
Year 5	87612
Grade 2	
Year 1	92898
Year 2	96476
Year 3	99469
Year 4	102368
Grade 3	
Year 1	107836
Year 2	111184
Year 3	115417
Year 4	118949
Grade 4	
Year 1	124914
Year 2	128573
Year 3	131139
DPWS Senior Professional Staff -	
Senior 1	
Year 1	136511
Year 2	139200
Senior 2	
Year 1	142284
Year 2	145338
Senior 3	
Year 1	148505
Year 2	150164
DPWS Project Staff	
Grade 1	
Year 1	81020
Year 2	82373
Grade 2	
Year 1	87659
Year 2	90186
Grade 3	
Year 1	92963
Year 2	95732
Grade 4	
Year 1	98505
DPWS Senior Management	
Grade 1	
Year 1	162794
Year 2	171002
Grade 2 -	
Year 1	179200
Year 2	187409
DPWS Staff -	
General Scale 1	38357
General Scale HSC 19 yrs	43460
General Scale 2 or age 20	46388
General Scale 3 or age 21	49994
General Scale 4	51362
General Scale 5	53529
General Scale 6	54502
General Scale 7	55858

General Scale 8	57923
General Scale 9	60022
General Scale 10	62235
* Personal	64065
Grade 1 - Year 1	65662
Year 2	67593
Grade 2 - Year 1	69484
Year 2	71383
Grade 3 - Year 1	73412
Year 2	75629
Grade 4 - Year 1	77987
Year 2	80382
Grade 5 - Year 1	86660
Year 2	89398
Grade 6 - Year 1	92898
Year 2	95617
Grade 7 - Year 1	98487
Year 2	101434
Grade 8 - Year 1	105653
Year 2	109017
Grade 9 - Year 1	112263
Year 2	115417
Grade 10 - Year 1	120138
Year 2	123711
Grade 11 - Year 1	129844
Year 2	135350
Grade 12 - Year 1	143827
Year 2	150164
DPWS Technical Staff (A)	
General Scale 1 or 16 years	31800
General Scale 2 or 17 years	36085
General Scale 3 or 18 years	38357
General Scale 4 or 20 years	43460
General Scale 5 or 21 years	46388
General Scale 6	49994
General Scale 7	51362
General Scale 8	53529
General Scale 9	54502
General Scale 10	55858
General Scale 11	57923
General Scale 12	60022
General Scale 13	62235
General Scale 14	64065

Grade I -	
Year 1	66910
Year 2	68791
Year 3	70687
Year 4	72059
Year 5	74180
Grade II -	
Year 1	77987
Year 2	79569
Year 3	80976
Year 4	82707
Grade III -	
Year 1	88360
DPWS Senior Technical (A) -	
Senior I -	
Year 1	86660
Year 2	88360
Year 3	91081
Senior II -	
Year 1	93795
Year 2	96476
Senior III -	
Year 1	100453
Senior Officer -	
Grade 1 -	
Year 1	167737
Year 2	180587
Grade 2 -	
Year 1	183608
Year 2	196416
Grade 3 -	
Year 1	202922
Year 2	222554

Crown Employees (Department of Finance, Services and Innovation- Waste Assets Management Corporation)  
Salaried Staff Award 2012

#### WAMC OFFICER

Grade	Year	1.7.19 Per annum 2.50% \$
WAMC Officer General Scale	1	38528
WAMC Officer General Scale	2	46602
WAMC Officer General Scale	3	50224
WAMC Officer General Scale	4	51597
WAMC Officer General Scale	5	53783
WAMC Officer General Scale	6	54757
WAMC Officer General Scale	7	56114
WAMC Officer General Scale	8	58189
WAMC Officer General Scale	9	60297
WAMC Officer General Scale	10	62523
WAMC Officer Grade 1	1	65967
	2	67908
WAMC Officer Grade 2	1	69799
	2	71716

WAMC Officer Grade 3	1	73749
	2	75971
WAMC Officer Grade 4	1	78345
	2	84650
WAMC Officer Grade 5	1	87059
	2	89803
WAMC Officer Grade 6	1	93322
	2	96061
WAMC Officer Grade 7	1	98937
	2	101893
WAMC Officer Grade 8	1	106140
	2	109513
WAMC Officer Grade 9	1	112781
	2	115947
WAMC Officer Grade 10	1	120686
	2	124279
WAMC Officer Grade 11	1	130439
	2	135970
WAMC Officer Grade 12	1	144485
	2	150850

WAMC SENIOR OFFICER

Grade	Year	Per annum 1.7.19 \$
WAMC Senior Officer Grade 1	1	168796
	2	181878
WAMC Senior Officer Grade 2	1	184955
	2	197994
WAMC Senior Officer Grade 3	1	204622
	2	224616

Crown Employees (Department of Industry, Skills and Regional Development) Food Safety Officers Award

Food Safety Officers		
Classification and Grades	Common Salary Points	1.7.19 Per annum 2.50% \$
Grade 1, Year 1 Year 2 Year 3	-	65731
	-	67613
	55	70425
Grade 2, Year 1 Year 2 Year 3	-	74678
	-	81210
	82	91641
Grade 3, Year 1 Year 2 Year 3	-	98604
	-	102139
	98	107541
Grade 4, Year 1 Year 2 Year 3	-	112298
	-	116182
	111	122038
Grade 5, Year 1 Year 2	116	128089
	120	133519
Grade 6, Year 1 Year 2	126	141882
	130	148134



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

General Assistants in Schools - Department of Education and Training		
Classification and Grades	Common Salary Points	1.7.19 Per annum 2.50% \$
Full-time Permanent - Junior On employment	-	35169
After 12 months or at 20 years Adult	-	45216
Year 1	19	50241
Year 2	20	50667
Year 3	22	51626
Year 4	23	52810
Year 5	25	53767
Part-time Permanent (up to 35.5 hpw)		1.7.19 Per hour 2.50% \$
Junior On employment		19.51
After 12 months or at 20 years Adult		25.08
Full-time (38 hpw) Temporary - Unloaded Junior On employment		17.75
After 12 months or at 20 years Adult		22.81
Full-time Temporary - Loaded Junior On employment		19.23
After 12 months or at 20 years Adult		24.68
Part-time Temporary (up to 35.5 hpw) Unloaded Junior On employment		19.51
After 12 months or at 20 years Adult		25.08
Loaded Junior On employment		21.15
After 12 months or at 20 years Adult		27.18
		31.02

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

Rank	Annualised Salary from the first full pay period on or after 1.7.2019 2.50% \$
General Manager	198466
Superintendent	182106
Manager Security	167433
Deputy Superintendent	155979

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

General Staff - Salaries		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Corrective Services NSW Canteen Worker	9	42871
Community Liaison Officer, Department of Education	57	71711
Aboriginal Community Liaison Officer, Department of Education		
Year 1		
Year 2	61	74603
Year 3	64	76931
Year 4	67	79297
Farm Foreman, DET		
Grade A		
1st year	39	60896
2nd year	41	62088
3rd year	43	63196
Grade B		
1st year	45	64285
2nd year	47	65460
3rd year	51	67853
Maintenance Officer, DET		
1st year	24	53329
2nd - 7th year	25	53767
8th year	26	54204
Matrons and Sub-Matrons, DET Matron		
1st year	45	64285
Thereafter	46	64779
Sub-Matron		
1st year	39	60896
Thereafter	40	61399
Technical Assistant (Art, Ceramics, TV Studio)		
Years 1 - 3	32	57141
Years 4 - 6	34	58144
Year 7	35	58615
Assistant, Dept of Infrastructure Planning and Natural Resources (DIPNR)		
Junior - under 17 (50% of Grade 1, Yr 1)		24903
Aged 17 (60% of Grade 1, Yr 1)		29884
Aged 18 (70% of Grade 1, Yr 1)		34864
Aged 19 (80% of Grade 1, Yr 1)		39845
Aged 20 (90% of Grade 1, Yr 1)		44827
Grade 1		
1st year	18	49807
2nd year	22	51626
3rd year	25	53767
4th year	29	55669
5th year	32	57141
Grade 2		
1st year	34	58144
2nd year	36	59211
3rd year	37	59777
4th year	39	60896
Grade 3		
1st year	46	64779
2nd year	52	68543

Field Services Staff, DIPNR Field Supervisor		
1st year	48	66003
2nd year	51	67853
3rd year	53	69130
4th year	55	70425
5th year	58	72418
Field Service Manager, Years 1-3 only Other locations (not specified)		
1st year	66	78495
2nd year	67	79297
3rd year	69	80795
Specific locations Years 1-4 (Bathurst, Cooma, Glennies Creek, Gosford, Goulburn, Henty, Inverell, Lithgow, Manilla (f.s.), Moss Vale, Nowra, Newcastle, Parkes, Cowra RC, Parramatta, Penrith, Scone, Singleton, Wellington, Braidwood (cons.), Murwillumbah, Coffs Harbour, Kempsey, Grafton, Queanbeyan, Gunnedah RC.		
4th year	75	85488
Regional Field Services Manager	83	92535
Overseers, DIPNR		
Grade 1 (ex Dept of Water Resources only)	60	73855
Grade II	61	74603
Grade III	65	77578
Grade IV	73	83968
Grade V	77	87169
Plant Managers, DIPNR		
Grade 1 (Workshop Supervisors, Goulburn, Inverell, Scone & Wagga Wagga	65	77578
Grade 2 (Workshop Manager, Wellington & Fleet Managers, Tamworth & Wagga Wagga)		
Year 1	69	80795
Year 2	70	81592
Assistant Education Officers, Powerhouse Museum	43	63196
	47	65460
House Officer, Powerhouse Museum	43	63196
	44	63666
Museum Officer, Powerhouse Museum	18	49807
	19	50240
	20	50667
	21	51149
	23	52810
Photographer		
Grade 1 - Years 1-3 (various agencies)		
1st year	39	60896
2nd year	41	62088
3rd year	43	63196
Grade 2*		
1st year	49	66682
2nd year	51	67853
*Progression from Photographer Grade 1 to Photographer Grade 2 (see Sch A of award)		
Photographers Grade 3** Years 1-3		
1st year	63	76191
2nd year	65	77578
3rd year	69	80795
**Grade 3 requirements in Sch A of award		

Photographic Assistant	22	51626	
	23	52810	
	25	53767	
	26	54204	
Preparator, Powerhouse Museum Grade I - Years 1-3	45	64285	
	48	66003	
	51	67853	
	Grade II - Years 1-2	55	70425
		59	73176
Senior Preparator, Powerhouse Museum	63	76191	
	65	77578	
Stores Officer, Powerhouse Museum Grade 1	31	56592	
	33	57603	
	Grade 2	34	58144
		35	58615
	Grade 3	36	59211
		37	59777
	Grade 4	39	60896
		41	62088
	Transport Officer, Powerhouse Museum	47	65460
		49	66682
Field Assistant, Dept of Mineral Resources Year 1	26	54204	
	Year 2	28	55102
	Year 3	31	56592
	Year 4	32	57141
	Year 5	34	58144
Regional Mining Officer, Dept of Mineral Resources	58	72418	
	61	74603	
	64	76931	
	67	79297	
Regional Mining Officer, Lightning Ridge, Dept of Mineral Resources	75	85488	
	79	88889	
	82	91641	
	85	94327	
Craftsman/Framer, Art Gallery	32	57141	
Gallery Services Officer, Art Gallery	18	49807	
	20	50667	
Supervisor, Gallery Services Officers, Art Gallery	23	52810	
Senior Gallery Services Officer	43	63196	
	45	64285	
	47	65460	
	49	66682	
Installation Officer, Art Gallery	26	54204	
	29	55669	
	32	57141	
Senior Installation Officer, Art Gallery	32	57141	
	35	58615	
Display Technician, Art Gallery Grade 1	45	64285	
	48	66003	
	51	67853	
	Grade 2	55	70425
		59	73176
	Senior Display Technician	63	76191
65		77578	

Bar Manager, Police Academy	34	58144	
Building Manager, NSW Police	60	73855	
	61	74603	
	63	76191	
Driving Instructor, NSW Police College	68	79877	
	69	80795	
	72	83108	
General Assistant, NSW Police College	19	50240	
	20	50667	
	22	51626	
	23	52810	
	25	53767	
Groom, Mounted Police	16	48110	
	18	49807	
Maintenance Attendant, Goulburn Police College	22	51626	
Senior Basement Attendant, Police Headquarters	29	55669	
	31	56592	
	32	57141	
	34	58144	
Storeman/Attendant, Police Headquarters	17	49322	
Uniform Fitter and Advisory Officer, NSW Police	37	59777	
Police Armourer			
Year 1	51	67853	
Year 2	55	70425	
Year 3	58	72418	
Year 4	59	73176	
General Assistant, State Library	23	52810	
Photographic Operator, State Library	23	52810	
	26	54204	
Museum Assistant, Historic Houses Trust			
	Grade 1 Years 1 to 4	20	50667
		21	51149
		25	53767
		27	54640
	Grade 2, Years 1 to 5	30	56144
		31	56592
		34	58144
		35	58615
		36	59211
Museum Guide, Historic Houses Trust			
	Years 1 to 6	28	55102
		30	56144
		32	57141
		34	58144
		36	59211
39		60896	
Chief Guide, Historic Houses Trust	48	66003	
	51	67853	
Entrance Attendant, Royal Botanic Gardens	30	56144	
Herbarium Assistants, Royal Botanic Gardens			
	Grade 1	18	49807
		22	51626
		25	53767
		29	55669
		32	57141
		34	58144
	Grade 2	36	59211
		37	59777
		39	60896

Centre Supervisor, State Sports Centre	37 (+10%all purpose allow.)	59777
Centre Supervisor, State Sports Centre	40	61399
Events Technical Officer, State Sports Centre	58	72418
Maintenance Officer, State Sports Centre	55	70425
Facilities Manager, State Sports Centre	111	122038
Assistant Facilities Manager, State Sports Centre	67	79297
General Assistant, WorkCover	19	50240
	20	50667
	22	51626
	23	52810
	25	53767
Day Attendant, Australian Museum	18	49807
	19	50240
	20	50667
	21	51149
	23	52810
Preparator Australian Museum Assistant Preparator (55)	29	55669
	34	58144
	39	60896
	43	63196
Cadet Preparator (56)	21	51149
	25	53767
Chief Preparator	82	91641
	84	93349
Preparator (57) Grade I	46	64779
	49	66682
	52	68543
Grade II	56	71084
	60	73855
Senior Preparator	63	76191
	65	77578
Cleaner/Messenger/Courtkeeper - Sheriff's Office, Attorney General's Dept	30	56144
Courtkeeper and Cleaner, Darlinghurst, Attorney-General's Dept	27	54640
Courtkeeper/Cleaner and Messenger Bathurst, Attorney-General's Dept	25	53767
Courtkeeper/Cleaner and Messenger	25	53767
Queanbeyan, (Local Court), Attorney-General's Dept Security Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	17	49322
	18	49807
	20	50667
	22	51626
Basement Attendant, Attorney-General's Dept (formerly Assistant Service Officer)	23	52810
Property Inspector, Public Trust Office	64	76931
	67	79297
	69	80795
	73	83968

## Crown Employees Sydney Living Museums (Gardens - Horticulture and Trades Employees) Award 2016

Classification and Grades	1.7.19 Per annum 2.50% \$
Horticultural/Trades Officer	
Level One	47561
Level Two Year 1	52810
Level Two Year thereafter	54204
Level Three Year 1	56144
Level Three Year thereafter	58144
Level Four Year 1	60273
Level Four Year thereafter	62088
Level Five Year 1	64285
Level Five Year thereafter	66003
Level Six Year 1	67853
Level Six Year thereafter	69733
Level Seven Year 1	71711
Level Seven Year thereafter	73855
Level Eight Year 1	76191
Level Eight Year thereafter	79297
Level Nine Year 1	82406
Level Nine Year thereafter	85488
Level Ten Year 1	88184
Level Ten Year thereafter	90661
Level Eleven Year 1	98129
Level Eleven Year thereafter	104226

## Crown Employees (Interpreters and Translators, Multicultural NSW) Award

**Table 1 - Rates of Pay**

Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50%
Interpreting/Translating Officer		
Year 1	49	66682
Year 2	56	71084
Year 3	63	76191
Interpreter/Translator		
Year 1	56	71084
Year 2	63	76191
Year 3	70	81592
Year 4	76	86430
Year 5	81	90661
Senior Interpreter/Translator		
Year 1	84	93349
Year 2	87	96194
Year 3	91	100056

**Table 2 - Casual Rates of Pay**

Casual Interpreter	1.7.19
Year 1	
Base Hourly Rate (Unloaded)	38.91
Hourly Rate (Base + 20% + 34.5%)	60.13
Base Overtime Rate (Base + 34.5%)	52.36

Year 2	
Base Hourly Rate (Unloaded)	41.73
Hourly Rate (Base + 20% + 34.5%)	64.46
Base Overtime Rate (Base + 34.5%)	56.13
Year 3	
Base Hourly Rate (Unloaded)	44.68
Hourly Rate (Base + 20% + 34.5%)	68.99
Base Overtime Rate (Base + 34.5%)	60.1
Year 4	
Base Hourly Rate (Unloaded)	47.33
Hourly Rate (Base + 20% + 34.5%)	73.12
Base Overtime Rate (Base + 34.5%)	63.65
Year 5	
Base Hourly Rate (Unloaded)	49.62
Hourly Rate (Base + 20% + 34.5%)	76.67
Base Overtime Rate (Base + 34.5%)	66.75
Year 1	
Standard Document Translation	30.06
Non Standard Document Translation	
First 200 words or part thereof	60.13
Then 100 words thereafter or part thereof	30.06
Editing	
First 200 words or part thereof	45.1
Then 100 words thereafter or part thereof	22.55
Proof Reading	
First 200 words or part thereof	30.06
Then 100 words thereafter or part thereof	15.03
Checking	
First 200 words or part thereof	45.10
Then 100 words thereafter or part thereof	22.55
Year 2	
Standard Document Translation	32.24
Non Standard Document Translation	
First 200 words or part thereof	64.46
Then 100 words thereafter or part thereof	32.24
Editing	
First 200 words or part thereof	48.36
Then 100 words thereafter or part thereof	24.17
Proof Reading	
First 200 words or part thereof	32.24
Then 100 words thereafter or part thereof	16.10
Checking	
First 200 words or part thereof	48.36
Then 100 words thereafter or part thereof	24.17
Year 3	
Standard Document Translation	34.51
Non Standard Document Translation	
First 200 words or part thereof	68.99
Then 100 words thereafter or part thereof	34.51
Editing	
First 200 words or part thereof	51.75
Then 100 words thereafter or part thereof	25.89
Proof Reading	
First 200 words or part thereof	34.51
Then 100 words thereafter or part thereof	17.26
Checking	
First 200 words or part thereof	51.75
Then 100 words thereafter or part thereof	25.89



Year 4	
Standard Document Translation	36.57
Non Standard Document Translation	
First 200 words or part thereof	73.12
Then 100 words thereafter or part thereof	36.57
Editing	
First 200 words or part thereof	54.83
Then 100 words thereafter or part thereof	27.43
Proof Reading	
First 200 words or part thereof	36.57
Then 100 words thereafter or part thereof	18.27
Checking	
First 200 words or part thereof	54.83
Then 100 words thereafter or part thereof	27.43
Year 5	
Standard Document Translation	38.38
Non Standard Document Translation	
First 200 words or part thereof	76.66
Then 100 words thereafter or part thereof	38.38
Editing	
First 200 words or part thereof	57.53
Then 100 words thereafter or part thereof	28.75
Proof Reading	
First 200 words or part thereof	38.38
Then 100 words thereafter or part thereof	19.19
Checking	
First 200 words or part thereof	57.53
Then 100 words thereafter or part thereof	28.75

## Crown Employees (Jenolan Caves Reserve Trust) Salaries Award 2016

Jenolan Caves Reserve Trust Officers	
Classification and Grades	1.7.19 Per annum 2.50% \$
Administration Officer	60651
Administration Officer (Special)	62858
Business Development Manager	113860
Caretaker Jenolan Cottages	58355
Manager Caving Operations	91641
Director	165750
Guide - Grade 1	58355
Guide - Grade 2	60651
Maintenance Officer	55027
Karst Resources Officer	87557
Senior Finance Officer	97147
Guide - Grade 3	65171
System Administrator/Finance Officer	87557
Team Leader - Electrical	75865
Team Leader - Maintenance	75865
Trades Officer	62858
Trades Officer - Electrical (W/ends)	71568
Visitor Services Officer (Tickers - PT)*	58355
*Visitor Services Officer part-time works four days per week. Base rate is 80 per cent of Level 1A base rate	

## Crown Employees - Legal Officers (Crown Solicitors Office, Legal Aid Commission Staff Agency, Office of the Director of Public Prosecutions and Parliamentary Counsel's Office) Reviewed Award 2016

Legal Officers		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Legal Officers		
Grade I		
1st year of service	51	67853
2nd year of service	55	70425
3rd year of service	58	72418
4th year of service	61	74603
5th year of service	65	77578
Grade II		
1st year of service	73	83968
2nd year of service	78	88184
3rd year of service	84	93349
4th year of service	89	98129
5th year of service	93	102043
Grade III		
1st year of service	98	107541
2nd year of service	101	110745
3rd year of service	105	115017
Grade IV		
1st year of service	112	123229
2nd year of service	114	125600
Grade V		
1st year of service	119	132078
2nd year of service	121	134667
Grade VI		
1st year of service	126	141882
2nd year of service	128	144871

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

Classification and Grades	Salary Point	1.7.19 Per annum 2.50% \$
Librarians and Archivists		
Grade 1		
Year 1	46	64779
Year 2	52	68543
Year 3	58	72418
Year 4	64	76931
Year 5	69	80795
Year 6	74	84635
Grade 2		
Year 1	78	88184
Year 2	82	91641
Year 3	87	96194
Year 4	91	100056

Grade 3		
Year 1	96	105318
Year 2	99	108573
Year 3	103	112835
Year 4	107	117343
Grade 4		
Year 1	110	120857
Year 2	113	124413
Year 3	116	128089
Year 4	119	132078
Grade 5		
Year 1	122	135807
Year 2	125	140358
Year 3	128	144871
Year 4	-	149787
Library Assistant		
Year 1	20	50667
Year 2	25	53767
Year 3	32	57141
Year 4	40	61399
Year 5	44	63666
Library Technician		
Grade 1		
Year 1	46	64779
Year 2	52	68543
Year 3	58	72418
Year 4	64	76931
Grade 2		
Year 1	75	85488
Year 2	78	88184
Year 3	82	91641
Year 4	87	96194

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

Classification	Grade	Year	1.7.19 Per annum 2.50%
LHI Officer	1	1	55011
		2	57463
		3	58885
LHI Officer	2	1	60452
		2	61053
		3	63697
LHI Officer	3	1	64764
		2	66585
		3	68790
LHI Officer	4	1	70788
		2	74149
		3	76988
LHI Officer	5	1	78625
		2	80871
		3	85564

LHI Officer	5A	1	85565
		2	88074
		3	98787
		4	102783
		5	105958
		6	109472
LHI Officer	6	1	88074
		2	98787
		3	102783
LHI Officer	7	1	105958
		2	109472
		3	116471
LHI Officer	8	1	119849
		2	125648
		3	130853
LHI Senior Officer	1	1	144651
		2	150903

Crown Employees (NSW Department of Family and Community Services - Community Services Division)  
After Hours Service Award 2016

After Hour Service	
	1.7.19 Per day 2.50% \$
Monday 5.00 pm to Saturday 9.00 am	106.99
Saturday 9.00 am to Sunday 9.00 am	160.48
Sunday 9.00 am to Monday 9.00 am	160.48
Public Holiday	160.48
Other Rates and Allowances	
Disturbance Rate	32.05

Crown Employees (NSW Department of Finance and Services - Graphic Service Operators) Award

Classification	Common Salary Point	1.7.19 Per annum 2.50% \$
Graphic Service Operator Class 2		
Commencing Salary	46	64779
After completion of stage 1 training	49	66682
After completion of stage 2 training	52	68543
After completion of stage 3 training	55	70425
Graphic Service Operator Class 1		
Commencing Salary	58	72418
After completion of stage 1 training	61	74603
After completion of stage 2 training	64	76931
After completion of stage 3 training	67	79297
After completion of stage 4 training	75	85488
After completion of stage 5 training	78	88184
Graphic Services Operator - Shift Supervisor		
Commencement salary	88	97152
Year 2	91	100056
Year 3	95	104226
Year 4	98	107541

## Crown Employees (NSW Department of Justice) Casino Inspectors Transferred from Department of Gaming and Racing Award

Casino Inspectors		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Preliminary Training Rates - Inspectors		
Inspector - 1st Year of Service	64	76931
Inspector - 2nd Year of Service	67	79297
Inspector - 3rd Year of Service	75	85488
Thereafter	78	88184
Salary Rates - Inspectors		
Inspector - 1st Year of Service		100013
Inspector - 2nd Year of Service		103083
Inspector - 3rd Year of Service		111135
Thereafter		114640
Preliminary Training Rates - Supervising Inspectors		
Supervising Inspector - 1st year of Service	88	97152
Supervising Inspector - 2nd year of Service	91	100056
Supervising Inspector - 3rd year of Service	95	104226
Thereafter	98	107541
Salary Rates - Supervising Inspector		
Supervising Inspector - 1st year of Service	-	126297
Supervising Inspector - 2nd year of Service	-	130074
Supervising Inspector - 3rd year of Service	-	135496
Thereafter	-	139803

## Crown Employees (Department of Industry, Skills and Regional Development) Domestic Services Officers Award

Domestic Services Officers		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Domestic Services Officers (A) Full Time (Old Classifications)		
Level 1 Porter, Pantry Person, Store Person, Useful, Steward, House Person, Kitchen Person, Boiler Attendant, Fourth cook, General Services Officer Grade 1	17	49322
Level 2 Cook 1, 2 and 3, Butcher, Kitchen Supervisor, General Services Officer Grade 2, General Services Officer Grade 3, Security Officer Grade 1	23	52810
Level 3 Security Officer Grade 2, Assistant House Supervisor Supervisor, Security Officer Grade 3	31	56592
Level 4 House Supervisor	44	63666
Level 5 Manager Catering and Accommodation	70	81592

Apprentice Cook (Per week)		
1st Year	-	523.30
2nd Year	-	690.70
3rd Year	-	854.30
4th Year	-	999.90
Other Rates and Allowances		
Qualification		
Commercial Cookery Trade Course Stage I (per annum)		918.00
Qualification		
Commercial Cookery Trade Course Stage II and III (per annum)		1843
Broken Shift (per day)	-	15.50

## Crown Employees (NSW Department of Justice) Exhibition Project Managers and Officers) Australian Museum Award

Exhibition Project Managers and Project Officers Australian Museum		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Exhibition Project Officer		
Skill Level 1	46	64779
Skill Level 2	52	68543
Skill Level 3	58	72418
Skill Level 4	64	76931
Skill Level 5	67	79297
Skill Level 6	78	88184
Skill Level 7	83	92535
Skill Level 8	88	97152
Exhibition Project Manager		
Year 1	95	104226
Year 2	98	107541
Year 3	102	111805

## Crown Employees (Department of Industry, Skills and Regional Development) Fisheries Employees Award

Fisheries Staff		
Administrative and Clerical Officers	Common Salary Point	1.7.19 Per annum 2.50% \$
General Scale		
Year 1	9	42871
Year 2	17	49322
Year 3	25	53767
Year 4	32	57141
Year 5	40	61399
Clerical Officers - Grade 1/2		
Year 1	9	42871
Year 2	17	49322
Year 3	25	53767
Year 4	32	57141
Year 5	40	61399
Fisheries Officers - Grade 1		
Year 1	52	68543
Grade 2		
Year 1	58	72418
Year 2	64	76931

Grade 3		
Year 1	64	76931
Year 2	67	79297
District Fisheries Officer		
Year 1	78	88184
Year 2	85	94327
Supervising Fisheries Officer		
Year 1	101	110745
Year 2	104	113859
Clause 4 (i)(a) Fisheries Officers receive a salary loading of 13.7%		
Fisheries Scientific Technicians		
Grade 1		
Year 1	-	47347
Year 2	-	50528
Year 3	-	53767
Year 4	-	56908
Year 5	-	60096
Year 6	-	63277
Grade 2		
Year 1	-	65823
Year 2	-	69284
Year 3	-	72751
Grade 3		
Year 1	-	76214
Year 2	-	80139
Year 3	-	86426
Grade 4		
Year 1	-	87992
Year 2	-	90648
Year 3	-	93349
Grade 5		
Year 1	-	96772
Year 2	-	100237
Year 3	-	104226
Fisheries Maintenance Technician		
Grade 1		
Year 1	-	47347
Year 2	-	50528
Year 3	-	53767
Year 4	-	56908
Year 5	-	60096
Year 6	-	63277
Grade 2		
Year 1	-	65823
Year 2	-	69284
Year 3	-	72751
Grade 3		
Year 1	-	76214
Year 2	-	80139
Year 3	-	86426
Grade 4		
Year 1	-	87992
Year 2	-	90648
Year 3	-	93349
Grade 5		
Year 1	-	96772
Year 2	-	100237
Year 3	-	104226

Fish Hatchery Staff Assistant Manager Year 1	-	65823
Year 2	-	69284
Year 3	-	72753
Manager Year 1	-	76214
Year 2	-	80139
Year 3	-	86430
Clause 4 (i)(c) Fish Hatchery Staff receive a salary loading of 11.05%		
Senior Manager Year 1	-	153918
Year 2	-	168784
Other Rates and Allowances Brief Description Regional Dive Coordinator		2196
Regional Dive Officer		1541

## Crown Employees (Department of Industry, Skills and Regional Development) Geoscientists Award

Geoscientists Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Geoscientists Grade I 1st year of service	47	65460
2nd year of service	51	67853
3rd year of service	57	71711
4th year of service	64	76931
5th year of service	71	82406
6th year of service and thereafter	77	87169
Grade II 1st year of service	82	91641
2nd year of service	85	94327
3rd year of service	89	98129
4th year of service and thereafter	94	103140
Senior 1st year of service	97	106378
2nd year of service	99	108573
3rd year of service	102	111805
4th year of service and thereafter	105	115017
Principal 1st year of service	111	122038
2nd year of service and thereafter	114	125600
Assistant Director, Geological Survey 1st year of service	119	132078
2nd year of service	124	138830
3rd year of service and thereafter	128	144871



## Crown Employees (Department of Industry, Skills and Regional Development) Land Information Officers Award

Land Information Officers		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Land Information Officer Level 1		
Year 1	20	50667
Year 2	27	54640
Year 3	36	59211
Year 4	46	64779
Land Information Officer Level 2		
Year 1	52	68543
Year 2	57	71711
Year 3	62	75306
Land Information Officer Level 3		
Year 1	67	79297
Year 2	71	82406
Year 3	75	85488
Year 4	78	88184
Land Information Officer Level 4		
Year 1	82	91641
Year 2	85	94327
Year 3	88	97152
Land Information Officer Level 5		
Year 1	91	100056
Year 2	94	103140
Year 3	98	107541
Land Information Officer Level 6		
Year 1	101	110745
Year 2	105	115017
Year 3	108	118507
Year 4	111	122038
Land Information Officer Level 7		
Year 1	116	128089
Year 2	120	133519
Year 3	126	141882
Year 4	130	148134

## Crown Employees (Department of Industry, Skills and Regional Development) Local Coordinator Allowance Award

	1.7.19 Per annum 2.50% \$
Staff Administered by Local Office Coordinator	
Full Allowance -	
Up to three staff	2549
Up to six staff	3820
Up to ten staff	5095
More than ten staff	7644

Partial Allowance -	
Up to three staff	1273
Up to six staff	1909
Up to ten staff	2549
More than ten staff	3822

Crown Employees (Department of Industry, Skills and Regional Development) Mine Safety and Environment Officers Award

Classification and Grades	Classification and Grade	Common Salary Point	1.7.19 Per annum 2.50% \$
Inspector Grade 1			
Mine Safety Officer	Level 1	50	67330
Inspector (Information and Analysis)	Level 2	57	71711
Inspector (Mining)	Level 3	63	76191
Inspector (Environment)	Level 4	69	80795
	Level 5	75	85488
	Level 6	80	89855
	Level 7	92	100982
	Level 8	102	111805
	Level 9	112	123229
Inspector Grade 2 -			
Inspector (Review, Enforcement and Systems)	Level 1	-	140299
Inspector (Environment)	Level 2	-	145015
Inspector (Mining)	Level 3	-	149626
Mine Safety Officer	Level 4	-	153390
	Level 5	-	158494
	Level 6	-	162393
Inspector Grade 3 -			
Inspector (Management and/or Systems)	Level 1		179010
Inspector (Mining)	Level 2		185641
Inspector (Environment)	Level 3		192886
	Level 4		200030
	Level 5		207176
Inspector Grade 4-			
Regional Manager Grade 4	Level 1		209981
Assistant Director	Level 2		217762
Deputy Chief Inspector Grade 4			

Crown Employees (Department of Industry, Skills and Regional Development) Operational Staff Award

Operational Staff		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Junior		
Under 17	-	36594
at 17 years	-	44433
Grade 1		
Step 1	-	52271
Step 2	26	54204
Step 3	29	55669
Step 4	33	57603

Grade 2		
Step 1	36	59211
Step 2	39	60896
Step 3	43	63196
Step 4	46	64779
Grade 3		
Step 1	46	64779
Step 2	50	67330
Step 3	53	69130
Grade 4		
Step 1	56	71084
Step 2	60	73855
Step 3	63	76191
Grade 5		
Step 1	63	76191
Step 2	66	78495
Step 3	70	81592
Grade 6		
Step 1	73	83968
Step 2	76	86430
Step 3	80	89855
Apprentices Full-time (Weekly Rate)		
Year 1	-	523.5
Year 2	-	690.7
Year 3	-	880
Year 4	-	1000
Chokage, etc. (per day), allowance per day or part thereof	-	9.80
Maintenance Operator - Licence and Registration Allowances (Per annum)		
Electricians Licence A Grade	-	2722
B Grade	-	1464
Registration Allowance	-	2049
(a) Plumber's Licence	-	2691
(b) Gasfitter's Licence	-	2691
(c) Drainer's Licence	-	2322
(d) Plumber's/Gasfitter's Licence	-	3590
(e) Gasfitter's/Drainer's Licence	-	3590
(f) Plumber's/Drainer's Licence	-	3590
(g) Plumber's/Gasfitter's/Drainer's Licence	-	4956
Leading Hand Allowance	-	2373
Broken Shift (per day)	-	15.10
Occupational First Aid Per week)	-	26.85
First Aid Allowance (per week)	-	18.05
Refrigeration Allowance (per annum)	-	719

Crown Employees (NSW Department of Justice) Museum of Applied Arts and Sciences - Casual Guide Lecturers) Award

Casual Guide Lecturers - Museum of Applied Arts and Sciences	
Classification	1.7.19 Per hour 2.5% \$
Casual Guide Lecturer	47.94

Crown Employees (Department of Industry, Skills and Regional Development) Professional Officers Award

Professional Officers		
Classification and Grades	Salary Class	1.7.19 Per annum 2.50% \$
Grade 1		
Year 1	46	64779
Year 2	50	67330
Year 3	56	71084
Year 4	64	76931
Year 5	70	81592
Year 6	76	86430
Grade 2		
Year 1	81	90661
Year 2	84	93349
Year 3	87	96194
Year 4	91	100056
Grade 3		
Year 1	95	104226
Year 2	98	107541
Year 3	100	109682
Year 4	103	112835
Grade 4		
Year 1	107	117343
Year 2	110	120857
Year 3	113	124413
Grade 5		
Year 1	116	128089
Year 2	118	130647
Grade 6		
Year 1	121	134667
Year 2	124	138830
Grade 7		
Year 1	127	143370
Year 2	130	148134
Grade 8		
Year 1	132	155370
Year 2	133	163198
Grade 9		
Year 1	134	171457
Year 2	135	180135
OIC Veterinary Laboratory Allowance		7644

Crown Employees (Department of Industry, Skills and Regional Development) Regulatory Officers Award

Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Grade 1, Year 1	29	55669
Grade 1, Year 2	33	57603
Grade 1, Year 3	37	59777
Grade 2, Year 1	42	62576
Grade 2, Year 2	50	67330
Grade 2, Year 3	56	71084

Grade 3, Year 1	62	75306
Grade 3, Year 2	70	81592
Grade 3, Year 3	74	84635
Grade 4, Year 1	78	88184
Grade 4, Year 2	81	90661
Grade 5, Year 1	85	94327
Grade 5, Year 2	88	97152
Grade 6, Year 1	95	104226
Grade 6, Year 2	98	107541
Grade 7, Year 1	100	109682
Grade 7, Year 2	103	112835
Grade 8, Year 1	107	117343
Grade 8, Year 2	110	120857
Grade 8, Year 3	113	124413
Allowances		
One person crossing relief allowance	-	5969
One person crossing telephone allowance	-	2949

## Crown Employees (NSW Department of Justice) State Library Security Staff Award

Security Staff - State Library	
Classification	1.7.19 Per annum 2.50% \$
1st year of service	67830
2nd year of service	70248
3rd year of service	72240
4th year of service	74415

## Crown Employees (Department of Industry, Skills and Regional Development) Technical Staff Award

Technical Staff		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Technical Assistant - Junior		
Under 17	n/a	27103
Age 17	n/a	32522
Age 18	n/a	37943
Age 19	n/a	43367
Age 20	n/a	48786
Grade 1		
1st Year	26	54204
2nd Year	29	55669
3rd Year and thereafter	33	57603
Grade 2		
1st Year	36	59211
2nd Year and thereafter	39	60896
Grade 3		
1st Year	43	63196
2nd Year and thereafter	46	64779
Technical Officer - Grade 1		
1st Year	46	64779
2nd Year	50	67330

3rd Year	53	69130
4th Year and thereafter	56	71084
Grade 2		
1st Year	64	76931
2nd Year	67	79297
3rd Year	70	81592
4th Year and thereafter	76	86430
Grade 3		
1st Year	81	90661
2nd Year	84	93349
3rd Year	87	96194
4th Year and thereafter	91	100056
Grade 4		
1st Year	95	104226
2nd Year	98	107541
3rd Year	100	109682
4th Year and thereafter	103	112835
Grade 5		
1st Year	107	117343
2nd Year	110	120857
3rd Year and thereafter	113	124413
Technical Co-ordinator Allowance	-	2910

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

Administrative Officer and Temporary Employee Classifications	
Classification and Grades	1.7.19 Per annum 2.50% \$
Armourer, Police	
1st year of service	76191
2nd year of service	77578
3rd year of service	79297
4th year of service and thereafter	80795
Senior Armourer, Police	
1st year of service	84635
2nd year of service	86430
3rd year of service and thereafter	88889
Administrative and Clerical Clerks General Scale	31366
Clerks General Scale step 1	
Clerks General Scale step 2	35595
Clerks General Scale step 3	37835
- 1st year of service or 18 years	
Clerks General Scale step 4	42871
Minimum for:	
- employee with Business Administration Certificate III, Government Certificate III or equivalent at 18 years of age	
- employee with Higher School Certificate Qualification at 19 years of age	
Clerks General Scale step 5	45762
Minimum for:	
- employee qualified at Business Administration Certificate III, Government Certificate III or equivalent and is qualified at HSC standard at 17 years of age	
- employee 20 years of age	
Clerks General Scale step 6	49322
Minimum for employee 21 years of age	
Clerks General Scale step 7	50667
Clerks General Scale step 8	52810

Clerks General Scale step 9	53767
Clerks General Scale step 10	55102
Clerks General Scale step 11	57141
Clerks General Scale step 12	59211
Clerks General Scale step 13	61399
Provided that officers who on 6th December 1979 were on 14th year of General Scale and paid a personal allowance of \$417.00 p.a. in terms of Circular No. 202 of 1979 shall be paid by way of allowance above step 13 of the General Scale	64024
Grade 1	
1st year of service	64779
Thereafter	66682
Grade 2	
1st year of service	68543
Thereafter	70425
Grade 3	
1st year of service	72418
Thereafter	74603
Grade 4	
1st year of service	76931
Thereafter	79297
Grade 5	
1st year of service	85488
Thereafter	88184
Grade 6	
1st year of service	91641
Thereafter	94327
Grade 7	
1st year of service	97152
Thereafter	100056
Grade 8	
1st year of service	104226
Thereafter	107541
Grade 9	
1st year of service	110745
Thereafter	113859
Grade 10	
1st year of service	118507
Thereafter	122038
Grade 11	
1st year of service	128089
Thereafter	133519
Grade 12	
1st year of service	141882
Thereafter	148134
Bar Manager, Police College	
1st year of service	64285
Thereafter	65460
Building Manager (Sydney Police Centre)	
1st year of service	81592
2nd year of service	82406
PT Building Manager Allowance	1492
Clerical Officer - translated to Administrative and Clerical Clerks classification - see Table 2 of the award	
Clinical Pharmacologist	160821
Computer Systems Officer (CSO)	
CSO Level 1 - Non Graduate	
Year 1A	37835
Year 1B	45762

Year 1C	49322
Year 1D	50667
Year 1E	52810
Year 1F	53767
Year 2	57140
Year 3	66682
Year 4	70425
CSO Level 1 - Graduate	
Year 1A (Any degree)	57141
Year 1B (Degree - Computer Sciences)	59211
Year 2	66689
Year 3	70425
CSO Level 2	
Year 1	74603
Year 2	79297
Year 3	88184
CSO Level 3	
Year 1	91641
Year 2	94327
Year 3	97152
Year 4	100056
Year 5	104226
Year 6	107541
CSO Level 4	
Year 1	110745
Year 2	113859
Year 3	118507
Year 4	122038
CSO Level 5	
Year 1	128089
Year 2	133519
CSO Level 6	
Year 1	141882
Year 2	148134
Departmental Professional Officer	
Grade I -	
1st year of service	64779
2nd year of service	67330
3rd year of service	71084
4th year of service	76191
5th year of service	81592
6th year of service and thereafter	86430
Grade II -	
1st year of service	90661
2nd year of service	93349
3rd year of service	96194
4th year of service and thereafter	100056
Grade III -	
1st year of service	104226
2nd year of service	107541
3rd year of service	109682
4th year of service and thereafter	113859
Grade IV -	
1st year of service	118507
2nd year of service and thereafter	120857
Grade V -	
1st year of service	125600
2nd year of service and thereafter	128089



Grade VI - 1st year of service	132078
2nd year of service and thereafter	134667
Grade VII - 1st year of service	138830
2nd year of service and thereafter	141882
Grade VIII - 1st year of service	146499
2nd year of service and thereafter	148134
Director of Music (Police Band)	
1st year	88184
2nd year	90661
3rd year	93349
4th year	96194
5th year and thereafter	99102
Loading	
1st year	8819
2nd year	9066
3rd year	9335
4th year	9620
5th year and thereafter	9911
Car Drivers	
Driver/General Assistant	57603
Departmental - Driver/Assistant	60896
Police Executive Driver/Assistant	
1st year and thereafter	60860
All incidence of employment allowance	56317
Clothing Allowance \$600 per annum	
Driving Instructor	
1st year	79877
2nd year	80795
3rd year and thereafter	83108
Engineer	
Grade I Diplomat Experience Since Qualifying	
In first year	64779
After one year	67330
After two years	71084
After three years	76191
After four years	81592
After five years	86430
Grade I Graduate Experience Since Qualifying	
In first year	67330
After one year	71084
After two years	76191
After three years	81592
After four years	86430
Grade II	
1st year of service	91641
2nd year of service	95171
3rd year of service	98129
4th year of service and thereafter	100982
Grade III	
1st year of service	106378
2nd year of service	109682
3rd year of service	113859
4th year of service and thereafter	117343

Grade IV	
1st year of service	123229
2nd year of service	126843
3rd year of service and thereafter	129360
Grade V	
1st year of service	134667
2nd year of service and thereafter	137319
Grade VI	
1st year of service	140358
2nd year of service and thereafter	143370
General Assistant (NSW Police Academy)	
1st year	50241
2nd year	50667
3rd year	51626
4th year	52810
5th year and thereafter	53767
Groom, Mounted Police	
1st year	48110
2nd year and there after	49807
Imaging Technician	
1st year	72418
2nd year	74603
3rd year	76931
4th year and thereafter	79297
Interpreters and Translators	
Interpreter/Translator	
Year 1	71084
Year 2	76191
Year 3	81592
Year 4	86430
Year 5	90661
Senior Interpreter/Translator	
Year 1	93349
Year 2	96194
Year 3	100056
Legal Officers	
Grade I	
1st year of service	67853
2nd year of service	70425
3rd year of service	72418
4th year of service	74603
5th year of service	77578
Grade II	
1st year of service	83968
2nd year of service	88184
3rd year of service	93349
4th year of service	98129
5th year of service	102043
Grade III	
1st year of service	107541
2nd year of service	110745
3rd year of service	115017
Grade IV	
1st year of service	123229
2nd year of service	125600
Grade V	
1st year of service	132078
2nd year of service	134667

Grade VI	
1st year of service	141882
2nd year of service	144871
Librarians and Archivists	
Grade 1	
Year 1	64779
Year 2	68543
Year 3	72418
Year 4	76931
Year 5	80795
Year 6	84635
Grade 2	
Year 1	88184
Year 2	91641
Year 3	96194
Year 4	100056
Grade 3	
Year 1	105318
Year 2	108573
Year 3	112835
Year 4	117343
Grade 4	
Year 1	120857
Year 2	124413
Year 3	128089
Year 4	132078
Grade 5	
Year 1	135807
Year 2	140358
Year 3	144871
Year 4	149787
Library Assistant	
Year 1	50667
Year 2	53767
Year 3	57141
Year 4	61399
Year 5	63666
Library Technician	
Grade 1	
Year 1	64779
Year 2	68543
Year 3	72418
Year 4	76931
Grade 2	
Year 1	85488
Year 2	88184
Year 3	91641
Year 4	96194
Maintenance Attendant, Police Academy	51626
Maintenance Officer Trades	76931
Manager Trades	
1st year	107541
2nd year and there after	108573
On call Allowance (per hour)	1.00
Assistant Manager Trades	
1st year	88184
2nd year and there after	89855
On call Allowance (per hour)	1.00

Pathology Exhibit Courier	59211
Photogrammetrist	
General Scale	
1st year	37835
2nd year	45762
3rd year	49322
4th year	50667
5th year	52810
6th year	53767
7th year	55102
8th year	57141
9th year	59211
10th year	61399
11th year	64779
12th year	66682
13th year	68543
14th year	70425
Officer with HSC aged 19 and over paid not less than	42871
Class 1	
1st year	72418
2nd year	74603
3rd year	76931
4th year	79297
Class 2	
1st year	85488
2nd year	88184
Class 3	
1st year	91641
2nd year	94327
Class 4	
1st year	97152
2nd year	100056
Class 5	
1st year	104226
2nd year	107541
Class 6	
1st year	110745
2nd year	113859
Class 7	
1st year	118507
2nd year	122038
Public Relations Officer	
Assistant Publicity Officers	
1st year of service	73176
2nd year of service	75306
Publicity Officers	
1st year of service	80795
2nd year of service	83108
3rd year of service and thereafter	84635
Public Relations Officer	
Grade II	
1st year of service	96194
2nd year of service	98129
3rd year of service and thereafter	100056
Grade I	
1st year of service	112835
2nd year of service	115017
3rd year of service and thereafter	117343
Allowance in lieu of overtime (per annum)	14241

Radio Technician, 1st year of service	65460
2nd year of service	66003
3rd year of service and thereafter	67330
Radio Technician, Senior 1st year of service	71711
2nd year of service and thereafter	72418
Scientific Officer Grade I 1st year of service	64779
2nd year of service	67330
3rd year of service	71084
4th year of service	76191
5th year of service	81592
6th year of service and thereafter	86430
Grade II 1st year of service	90661
2nd year of service	93349
3rd year of service	96194
4th year of service and thereafter	100056
Grade III 1st year of service	104226
2nd year of service	107541
3rd year of service and thereafter	109682
Grade IV 1st year of service	115017
2nd year of service	118507
3rd year of service and thereafter	120858
Grade V 1st year of service	125600
2nd year of service and thereafter	129360
Grade VI 1st year of service	133519
2nd year of service	137319
Senior Basement Attendant, Police Headquarters 1st year of service	55669
2nd year of service	56592
3rd year of service	57141
4th year of service and thereafter	58144
Senior Officers Grade 1 Year 1	165750
Year 2	178599
Grade 2 Year 1	181622
Year 2	194427
Grade 3 Year 1	200933
Year 2	220566
Stenographers and Machine Operators (Present Occupants Only) 1st year (up to 17 years)	28101
2nd year (or 17 years)	33358
3rd year (or 18 years)	37835
4th year (or 19 years)	42871
5th year (or 20 years)	45347
6th year (or 21 years)	50241
7th year	51626
8th year	53329

9th year	57603
10th year	58615
11th year	60273
12th year	61399
Grade 1	
1st year	64779
2nd year	66682
Grade 2	
1st year	68543
2nd year	70425
Grade 3	
1st year	72418
2nd year	74603
Storeman Attendant	49322
Stores Officers	
Grade 1	
1st year of service	56592
2nd year of service and thereafter	57603
Grade 2	
1st year of service	58144
2nd year of service and thereafter	58615
Grade 3	
1st year of service	59211
2nd year of service and thereafter	59777
Grade 4	
1st year of service	60896
2nd year of service	62088
3rd year of service and thereafter	62088
Technical Officer	
Grade 1	
1st year of service	66003
2nd year of service	67853
3rd year of service	69733
4th year of service	71084
5th year of service	73176
Grade 2	
1st year of service	76931
2nd year of service	78495
3rd year of service	79877
4th year of service	81592
Grade 3	
1st year of service and thereafter	87169
Senior Technical Officer	
Grade 1	
1st year of service	85488
2nd year of service	87169
3rd year of service	89855
Grade 2	
1st year of service	92535
2nd year of service	95171
Grade 3	99102
Technical Officer, Maintenance Services	90661
Technician	
Class 1	
1st year of service	61399
2nd year of service	63195
Class 2	
1st year of service	66682
2nd year of service	68543

Class 3	
1st year of service	72418
2nd year of service	73855
Class 4	
1st year of service	75306
2nd year of service	76191
Transport Officer	62088
Transport Officer, Mechanical	
Year 1	72418
Year 2	73176
Year 3	73855
Year 4	74603
Uniform Fitter and Advisory Officer	59777
Allowances	
On call allowances (per hour)	1.00
Community Language Allowance Scheme (per annum)	
Base level rate	1448
Higher level rate	2177
Flying Allowance (per hour)	21.80
First Aid Allowance (per annum)	
Holders of basic qualification	933.00
Holders of current occupational first aid certificate	1402.00

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

Communications Officer - NSW Police Force Classifications	Common Salary Point	1.7.19 Per annum 2.50% \$
Communications Officer		
Trainee	35	58615
1st year	40	61399
2nd year	46	64779
3rd year	49	66682
4th year	55	70425
5th year	58	72418
Senior Communications Officer		
1st year	64	76931
2nd year	67	79297
Shift Co-ordinators		
1st year	75	85488
2nd year	78	88184
3rd year	82	91641
4th year	85	94327
Radio and Communications Operators		
4th year	52	68543
5th year	55	70425

## Crown Employees (NSW Police Force Police Band) Award

Special Constables (Police Bands) NSW Police Force Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Bandsperson		
1st year of service	41	62088
2nd year of service	43	63196

3rd year of service	45	64285
4th year of service	47	65460
5th year of service	52	68543
6th year of service and thereafter	54	69733
Senior Special Constable	-	72357
Allowance - Doubling		1151

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

Special Constables (Security) NSW Police Force	
Classification and Grades	1.7.19 Per week 2.50% \$
Special Constable (Security)	
1st year of service	1038.30
2nd year of service	1055.80
3rd year of service and thereafter	1076.30
Special Constable (Security) First Class	
1st year of service and Thereafter	1094.70
Senior Special Constable (Security)	
1st year of service	1171.60
2nd year of service and Thereafter	1198.20
Special Constable (Security), Field Supervisor	
1st year of service	1340.70
2nd year of service and Thereafter	1369.40
Other rates and allowances	
Full time Special Constables (Security)	
Monday to Friday Shift Allowance	70.80
Full time Special Constables (Security), Saturday and Sunday Shift Allowance	200.05

Crown Employees (Office of Environment and Heritage and the Office of Environment Protection Authority)  
General Award 2015

Environment Officers - Department of Environment and Climate Change New South Wales	
Classification and Grades	1.7.19 Per annum 2.50% \$
Class 1	
1	38201
2	46151
3	50655
4	53752
5	56131
6	59191
7	65408
Class 2	
1	65408
2	67330
3	69117
4	71698
Class 3	
1	69117
2	71698
3	75284
4	77549



Class 4	
1	75284
2	77549
3	80771
4	83943
Class 5	
1	80771
2	83943
3	87150
4	89832
Class 6	
1	87150
2	89832
3	93326
4	96163
Class 7	
1	93326
2	96163
3	99072
4	103113
Class 8	
1	99072
2	103113
3	106346
4	111774
Class 9	
1	106346
2	111774
3	114986
4	118468
Class 10	
1	114986
2	118468
3	123193
4	126805
Class 11	
1	123193
2	126805
3	130601
4	135768
Class 12	
1	130601
2	135768
3	140323
4	143335
Class 13	
1	140323
2	143335
3	148089
4	150304
Class 14	
1	148089
2	150304
3	157265
4	164232

Class 15	
1	157265
2	164232
3	171195
4	178154
<b>Other Rates and Allowances - Brief Description</b>	
AHIS weekly allowance: inconvenience and 6 incoming calls after/before normal working hours	493.00
For each call above 6 incoming calls in an AHIS roster period; not limited	24.10
Extra per public holiday falling on a weekday	151.20
Out of hours disturbance (AHIS Supervising Officers)	48.60

Crown Employees (Office of Environment and Heritage – National Parks and Wildlife Service) Conditions of Employment Award 2015

<b>Ranger Classifications</b>	
Classification and Grades	1.7.19 Per annum 2.50% \$
Trainee Rangers	
1st year of service	58020
2nd year of service	59062
3rd year of service	60841
4th year of service	61932
5th year of service	62576
6th year of service	63482
Rangers	
Grade 1	
1st level	63482
2nd level	65979
3rd level	69660
4th level	74660
5th level	82290
6th level	87107
Grade 2	
1st year	88840
2nd year	91478
3rd year	94261
4th year	98053
Senior Ranger	
1st year & thereafter	105382
Assistant District Manager	
Grade 1	108522
Grade 2	116129
Grade 3	125517
Grade 4	130839
District Manager	
Grade 1	111577
Grade 2	119594
Grade 3	130839
Grade 4	139038
Grade 5	145164
Project/Research Officer Classification	
Grade 1	
1st year	65745
2nd year	67854
3rd year	74019

4th year	79807
5th year	85552
Grade 2*	
1st year	91641
2nd year	94322
3rd year	97152
Grade 3*	
1st year	102043
2nd year	105318
3rd year	108579
4th year	110742
Grade 4*	
1st year	111802
2nd year	115017
Grade 5	
1st year	120852
2nd year	125978
Grade 6	
1st year	133867
2nd year	135272
* Progression criteria applies	
Project Officer (Aboriginal Positions)	
Grade 1	
1st year	65745
2nd year	67854
3rd year	74019
4th year	79807
5th year	85552
Grade 2*	
1st year	91641
2nd year	94322
3rd year	97152
Grade 3*	
1st year	102043
2nd year	105318
3rd year	108579
4th year	110742
Grade 4*	
1st year	111802
2nd year	115017
Grade 5	
1st year	120852
2nd year	125978
Grade 6	
1st year	133867
2nd year	135272
*Progression criteria applies	
Field Officer Classification	
Field Officer Base Grade 1/2	
Employees Engaged on or after 1 July 2007	
Grade 1	
Year 1	49868
Year 2	51128
Grade 2	
Year 1	52307
Year 2	54746

Field Officer Grade 1/4 Employees Engaged on or after 1 July 2007		
Grade 1		
1st year		49868
2nd year		51128
Grade 2		
1st year		52307
2nd year		54746
Grade 3 (A)		
1st year		62469
2nd year		63570
Grade 4 (A)		
1st year		65350
2nd year		66529
Field Officer Grade B3/B4 Employees engaged on or before 30 June 2007		
Grade 3 (B)		
1st year		62469
2nd year		63570
Grade 4 (B)		
1st year		65350
2nd year		66529
Senior Field Officer and Senior Field Officer (Plant)		
Grade 1		
1st year		68008
2nd year		69164
Grade 2		
1st year		70562
2nd year		72039
Field Supervisor Classification and Grades		
Grade 1		
1st year		74510
2nd year		76218
Grade 2		
1st year		77926
2nd year		79635
Senior Field Supervisor Classification and Grades		
Grade 1		
1st year		86397
2nd year		88519
Grade 2		
1st year		90644
2nd year		92766

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

Professional, Administration and Operational Officers - Sydney Harbour Foreshore Authority		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50%
Professional Officer SHFA		
PO4	-	180145
	-	173189
	-	166088
Hard Barrier		
PO3	-	150647
	128	144871

Hard Barrier		
	124	138830
	-	134784
	117	129360
Hard Barrier		
PO2	115	126843
	-	121943
	108	118507
Hard Barrier		
PO1	-	111671
	97	106378
	94	103140
	90	99102
Hard Barrier		
PO Entry Level	84	93349
	80	89855
	76	86430
	69	80795
	59	73176
Administration Officer SHFA		
AO7	130	148134
	126	141882
	120	133519
	116	128089
Hard Barrier		
AO6	111	122038
	108	118507
	104	113859
Hard Barrier		
AO5	98	107541
	95	104226
	91	100056
Hard Barrier		
AO4	85	94327
	82	91641
	78	88184
Hard Barrier		
AO3	67	79297
	61	74603
Hard Barrier		
AO2	55	70425
	49	66682
Hard Barrier		
AO1	40	61399
	32	57141
	28	55102
Hard Barrier		
AO Entry Level	23	52810
	17	49322
	11	45762
	-	40413
Operational Officer SHFA		
OO4	98	107541
	95	104226
	91	100056

Hard Barrier		
OO3	85	94327
	82	91641
	78	88184
Hard Barrier		
OO2	67	79297
	61	74603
Hard Barrier		
OO1	55	70425
	49	66682
	40	61399
Hard Barrier		
OO Entry Level	32	57141
	28	55102
	23	52810
	17	49322
	11	45762
	-	40413
Control Room Operator SHFA	55	70425

Crown Employees (Department of Finance, Services and Innovation – SafeWork NSW Inspectors 2007) Award

Inspectors - WorkCover Authority		
Classification		1.7.19 Per annum 2.50% \$
Inspectorial Stream	Managerial Stream	
Progression Level		
Level 1		99521
Level 2		102246
Level 3		108067
Senior Inspector 1		112290
Senior Inspector 2		113346
Principal Inspector 1	District Coordinator 1	115654
Principal Inspector 2		116737
	District Coordinator 2	117941
Assistant State		122060
Inspector 1		
Assistant State		123208
Inspector 2		
State Inspector 1	Team Coordinator 1	130361
State Inspector 2		131586
	Team Coordinator 2	132939
	State Coordinator 1	136500
	State Coordinator 2	137788
	Team Manager 1	153660
	Team Manager 2	169758

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

Classification and Grades		1.7.19 Per annum 2.50% \$
Horticultural Apprentice Year 1	-	28928
Horticultural Apprentice Year 2	-	38571
Horticultural Apprentice Year 3	-	48214
Horticultural Apprentice Year 4	27	54640
Level 1	15	47561
Level 2, Year 1 (Minimum)	23	52810
Level 2, (Maximum)	26	54204
Level 3 Year 1, (Minimum)	30	56144
Level 3, (Maximum)	34	58144
Level 4, Year 1, (Minimum)	38	60273
Level 4, (Maximum)	41	62088
Level 5, Year 1, (Minimum)	45	64285
Level 5, (Maximum)	48	66003
Level 6, Year 1, (Minimum)	51	67853
Level 6, (Maximum)	54	69733
Level 7, Year 1, (Minimum)	57	71711
Level 7, (Maximum)	60	73855
Level 8, Year 1, (Minimum)	63	76191
Level 8, Maximum	67	79297
Level 9, Year 1, (Minimum)	71	82406
Level 9, (Maximum)	75	85488
Level 10, Year 1, (Minimum)	78	88184
Level 10, (Maximum)	81	90661
Level 11, Year 1, (Minimum)	89	98129
Level 11, (Maximum)	95	104226
Level 12, Year 1, (Minimum)	109	119685
Level 12, (Maximum)	112	123229
Level 13, Year 1, (Minimum)	115	126843
Level 13, (Maximum)	118	130647
Level 14, Year 1, (Minimum)	121	134667
Level 14, (Maximum)	124	138830
Level 15, Year 1, (Minimum)	127	143370
Level 15, (Maximum)	130	148134

## Crown Employees (Parliament House Conditions of Employment) Award 2015

Allowances	1.7.19 2.50% \$
Allowance in lieu of overtime Sessional Staff Above Clerk Grade 8 (per occasion)	412.20

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

Physiotherapists, Occupational Therapists, Speech Pathologists and Music Therapists		
Classification and Grade	Common Salary Point	1.7.19 Per annum 2.50% \$
<b>Physiotherapists -</b>		
Grade 1		
1st year of service	46	64779
2nd year of service	50	67330
3rd year of service	56	71084
4th year of service	63	76191
5th year of service	70	81592
6th year of service	76	86430
7th year of service	81	90661
Grade 2	85	94327
Grade 3	92	100982
Grade 4	95	104226
Grade 5	98	107541
Grade 6	100	109682
Grade 7	103	112835
<b>Occupational Therapists</b>		
Grade 1		
1st year of service	46	64779
2nd year of service	50	67330
3rd year of service	56	71084
4th year of service	63	76191
5th year of service	70	81592
6th year of service	76	86430
7th year of service	81	90661
Grade 2	85	94327
Grade 3	92	100982
Grade 4	95	104226
Grade 5	98	107541
Grade 6	100	109682
<b>Speech Pathologist -</b>		
Grade 1		
1st year of service	46	64779
2nd year of service	50	67330
3rd year of service	56	71084
4th year of service	63	76191
5th year of service	70	81592
6th year of service	76	86430
7th year of service	81	90661
Grade 2	85	94327
Grade 3	92	100982
Grade 4	95	104226
Grade 5	98	107541
<b>Music Therapists</b>		
1st year of service	31	56592
2nd year of service	38	60273
3rd year of service	43	63196
4th year of service	49	66682
5th year of service	54	69733
6th year of service	59	73176
7th year of service	63	76191



Sole Allowance - 3(ii)(a)		2725
Part-time Student Unit Supervisor Allowance for each student per supervised shift - refer formula in award at 3(ii)(b)		9.89

## Crown Employees (Planning Officers) Award 2016

Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Student Planner		
Year 1	CSP 23	52810
Year 2	CSP 28	55102
Year 3	CSP 32	57141
Year 4	CSP 40	61399
Planning Officer (Professional)		
Level 1(a)		
Year 1	CSP 59	73176
Year 2	CSP 69	80795
Year 3	CSP 76	86430
Year 4	CSP 80	89855
Year 5	CSP 84	93349
Progression/ promotion soft barrier (clause 4.7.2)		
Level 1(b)		
Year 1	CSP 90	99102
Year 2	CSP 94	103140
Year 3	CSP 97	106378
Year 4	-	111671
Level 2		
Year 1	CSP 108	118507
Year 2	-	121943
Year 3	CSP115	126843
Level 3		
Year 1	CSP 117	129360
Year 2	-	134784
Year 3	CSP 124	138830
Progression/ promotion soft barrier (clause 4.9.2)		
Year 4	CSP 128	144871
Year 5	-	150647
Level 4		
Year 1	-	166088
Year 2	-	173046
Year 3	-	180145
Level 5		
Year 1	-	189706
Year 2	-	194427

## Crown Employees (Psychologists) Award

Classification and Grade	1.7.19 Per annum 2.50% \$
Psychologist - 1st year	68084
2nd year	71768
3rd year	75445
4th year	80045
5th year	84648
6th year	89249
7th year	93849
8th year	97530
9th year and thereafter	101207
Senior Psychologist - 1st year	106730
2nd year	111332
3rd year and thereafter	115930
Specialist Psychologist - 1st year	97530
2nd year	103047
3rd year	108570
4th year	114091
5th year and thereafter	119607
Senior Specialist Psychologist - 1st year	125131
2nd year	128810
3rd year and thereafter	132494
Chief Psychologist - 1st year	138900
Principal Psychologist - 1st year and thereafter	150893
Environmental Allowance (Corrective Services and Juvenile Justice)	3117

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

Allowances	1.7.19 2.50% \$
On call allowance	1.00
Community Language Allowance Scheme Base level rate	1448
Higher level rate	2177
Flying Allowance	21.70
First Aid Allowance Holders of basic qualification	933
Holders of current occupational first aid certificate	1401

Crown Employees (Public Service Training Wage) Reviewed Award 2008

**Table 1 – Full Time Weekly Wage Rates (Effective from the first full pay period to commence on or after 1 July 2019)**

Skill Levels

Diploma	Skill Level A	Skill Level B	Skill Level C
	Arts Administration Business (Office Administration) Clerical Administrative Skills Communications (Call Centres) Financial Services Information Technology Public Administration Sport and Recreation	Laboratory Operations Horticulture Tourism Operations Retail Operations Hospitality Operations	Rural Skills

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level

Classification	1.7.19 Per week 2.50% \$
Trainee Diploma Level	743.60
Skill Level A Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A:	1.7.19 Per week 2.50% \$
Highest Year of Schooling Completed	
Year 10 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	328.20 361.80 433.80 505.90 586.90 671.40
Year 11 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	361.50 433.80 505.90 586.90 671.40 671.40
Year 12 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	433.80 505.90 586.90 671.40 671.40 671.40

Skill Level B Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:	1.7.19 Per week 2.50% \$
Highest Year of Schooling Completed	
Year 10 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	328.20 361.50 420.40 483.70 568.20 647.70
Year 11 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	361.70 420.40 483.70 568.20 647.70 647.70
Year 12 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	420.40 483.70 568.20 647.70 647.70 647.70
Skill Level C Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C:	1.7.19 Per week 2.50% \$
Highest Year of Schooling Completed	
Year 10 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	328.20 361.70 416.60 468.80 493.60 584.40
Year 11 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	361.70 416.60 468.80 522.00 584.40 584.40
Year 12 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	416.60 468.80 522.00 584.40 584.40 584.40

The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

School-Based Traineeships -	
Year of Schooling	Year 12 1.7.2019 2.50%
School based traineeships Skill Levels A, B and C	
Year 11	328.20
Year 12	366.00

The average proportion of time spent in structured training that has been taken into account in setting the rate is 20%.

**Table 2 – Hourly Wage Rates**

These rates should be read in conjunction with clause 10 of the Crown Employees (Public Service Training Wage) Reviewed Award

Trainees who have left school:

Diploma

Where the accredited training courses and work performance are for the purposes of generating skills that have been defined for work at Diploma level:

Classification	1.7.19 Per hour 2.50% \$
Trainee Diploma Level – part-time	26.50
Skill Level A Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A:	1.7.19 Per hour 2.50% \$
Highest Year of Schooling Completed	
Year 10	
School leaver	11.80
Plus 1 year out of school	12.90
Plus 2 years	15.60
Plus 3 years	18.00
Plus 4 years	21.00
Plus 5 years or more	24.00
Year 11	
School leaver	12.90
Plus 1 year out of school	15.60
Plus 2 years	18.00
Plus 3 years	21.00
Plus 4 years	24.00
Plus 5 years or more	24.00
Year 12	
School leaver	15.60
Plus 1 year out of school	18.00
Plus 2 years	21.00
Plus 3 years	24.00
Plus 4 years	24.00
Plus 5 years or more	24.00

Skill Level B Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:	1.7.19 Per hour 2.50% \$
Highest Year of Schooling Completed	
Year 10 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	11.80 12.90 15.00 17.30 20.40 23.10
Year 11 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	12.90 15.00 17.30 20.40 23.10 23.10
Year 12 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	15.00 17.30 20.40 23.10 23.10 23.10
Skill Level C Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C:	1.7.19 Per hour 2.50% \$
Highest Year of Schooling Completed	
Year 10 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	11.80 12.90 14.90 16.80 18.60 20.90
Year 11 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	12.90 14.90 16.80 18.60 20.90 20.90
Year 12 School leaver Plus 1 year out of school Plus 2 years Plus 3 years Plus 4 years Plus 5 years or more	14.90 16.80 18.60 20.90 20.90 20.90

	Year 12 1.7.2019
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School Based Trainees	2.50%
Wage Levels A, B and C	
Year 11	11.80
Year 12	12.90

## Crown Employees (Research Scientists) Award 2007

Research Scientists		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Research Scientist -		
1st year of service	86	95171
2nd year of service	91	100056
3rd year of service	96	105318
4th year of service	100	109682
Efficiency Barrier -		
5th year of service	105	115017
6th year of service	109	119685
7th year of service	113	124413
Senior Research Scientist -		
1st year of service	115	126843
2nd year of service	118	130647
3rd year of service	121	134667
Efficiency Barrier -		
4th year of service	124	138830
5th year of service	127	143370
Principal Research Scientist -		
1st year of service	130	148134
2nd year of service	-	151523
3rd year of service	-	155370
Senior Principal Research Scientist -		
1st year of service	-	166571
2nd year of service	-	178688
Efficiency Barrier -		
3rd year of service	-	193913

## Crown Employees (Rural Fire Service) Award

## RFS Officers

These rates are inclusive of Annual Leave Loading

Classification and Grades	1.7.19 Per annum 2.50% \$
RFS Officer Level 1	
Year 1	38348
Year 2	46379
Year 3	49986
Year 4	51354
Year 5	53524
Year 6	54493
Year 7	55844
Year 8	57914
Year 9	60008

Year 10	62223
RFS Officer Level 2 Year 1 Year 2	65652 67582
RFS Officer Level 3 Year 1 Year 2	69467 71371
RFS Officer Level 4 Year 1 Year 2	73397 75608
RFS Officer Level 5 Year 1 Year 2	77971 80366
RFS Officer Level 6 Year 1 Year 2	86639 89374
RFS Officer Level 7 Year 1 Year 2	92876 95598
RFS Officer Level 8 Year 1 Year 2	98465 101409
RFS Officer Level 9 Year 1 Year 2	105632 108988
RFS Officer Level 10 Year 1 Year 2	112240 115398
RFS Officer Level 11 Year 1 Year 2	120107 123684
RFS Officer Level 12 Year 1 Year 2	129814 135325
RFS Officer Level 13 Year 1 Year 2	143798 150130

RFS Officers (OCC) - These rates are NOT inclusive of Annual Leave Loading

Classification and Grades	1.7.19 Per annum 2.50%
RFS Officer Level A (OCC Operator) Year 1 Year 2 Year 3 Year 4 Year 5 Year 6 Year 7 Year 8	42871 45762 49322 50667 52810 53767 55102 57140
Year 9 Year 10	59211 61399

RFS Officer Level B (OCC Operational Communications Officer) Year 1	64779
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Year 2	66682
Year 3	68543
Year 4	70425
RFS Officer Level C (OCC Senior Operational Communications Officer)	
Year 1	72418
Year 2	74602
Year 3	74723
Year 4	79297

Crown Employees (School Administrative and Support Staff) Award

**SCHEDULE 1 - SCHOOL ADMINISTRATIVE AND SUPPORT STAFF (OTHER THAN ABORIGINAL EDUCATION OFFICERS) RATES OF PAY**

1.1 Permanent School Administrative and Support Staff

	1.7.19 Per hour 2.50% \$
School Support Officer	27.30
School Administrative Officer	30.65
School Administrative Manager - Level 1	35.44
Level 2	36.42
Level 3	37.45
Level 4	38.59
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	19.50
Following 12 months of service or at age 20	23.05
1st year	28.06
2nd year	28.57
3rd year	30.58
4th year	32.61
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	19.50
Following 12 months of service or at age 20	23.05
1st year	27.05
2nd year	27.55
3rd year	28.06
4th year	28.57

1.2 Long-term Temporary School Administrative and Support Staff

	1.7.19 Per hour 2.50% \$
School Support Officer	28.92
School Administrative Officer	32.41

School Administrative Manager - Level 1	37.50
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Level 2	38.54
Level 3	39.66
Level 4	40.82
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	20.58
Following 12 months of service or at age 20	24.38
1st year	29.74
2nd year	30.21
3rd year	32.31
4th year	34.47
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	20.58
Following 12 months of service or at age 20	24.38
1st year	28.66
2nd year	29.14
3rd year	29.74
4th year	30.21

## 1.3 Short-term Temporary School Administrative and Support Staff

	1.7.19 Per hour 2.50% \$
School Support Officer	31.42
School Administrative Officer	35.26
School Administrative Manager	
Level 1	40.77
Level 2	41.90
Level 3	43.11
Level 4	44.38
School Learning Support Officer and School Learning Support Officer (Braille Transcriber), (Ethnic), (Sign Interpreter) - (for progression on these rates see clause 6)	
Junior	22.43
Following 12 months of service or at age 20	26.50
1st year	32.29
2nd year	32.85
3rd year	35.19
4th year	37.45
School Learning Support Officer (Pre-school) - (for progression on these rates see clause 6)	
Junior	22.43
Following 12 months of service or at age 20	26.50
1st year	31.15
2nd year	31.71
3rd year	32.29
4th year	32.85

**SCHEDULE 2 - ABORIGINAL EDUCATION OFFICERS - RATES OF PAY**

(For progression on these rates see subclause 6.3)

### 2.1 Permanent Aboriginal Education Officer

	1.7.19 Per hour 2.50% \$
Year 1	33.53
Year 2	34.50
Year 3	35.47
Year 4	36.47

### 2.2 Long-term Temporary Aboriginal Education Officer

	1.7.19 Per hour 2.50% \$
Year 1	35.45
Year 2	36.52
Year 3	37.53
Year 4	38.56

### 2.3 Short-term Temporary Aboriginal Education Officer

	1.7.19 Per hour 2.50% \$
Year 1	38.56
Year 2	39.69
Year 3	40.80
Year 4	41.91

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

Classification	1.7.19 Per annum 2.50% \$
Commissioned Correctional Officers: Senior Assistant Superintendent - 7 day or any 5/7 days	129366
Assistant Superintendent - 7 day or any 5/7 days	121092
Senior Assistant Superintendent - 5 day	122290
Assistant Superintendent - 5 day	114014
Commissioned Industries Officers:	
Regional Business Manager - 5 day	
Year 1	137384
Year 2	140914
Year 3	146963
Year 4	152394
Operations Manager	146198
Manager of Industries Level 1 - 5 day	134902
Manager of Industries Level 2 - Any 5 of 7 days	135469

Manager Centre Services and Employment Manager of Industries Level 2 - 5 day	128389
Manager Business Unit - any 5/7 days	129366
Manager Business Unit - 5 day	122290

## Crown Employees (Senior Officers Salaries) Award 2012

Senior Officers	
Classification and Grades	1.7.19 Per annum 2.50%
Grade 1 Year 1 Year 2	165750 178599
Grade 2 Year 1 Year 2	181622 194427
Grade 3 Year 1 Year 2	200933 220566

## Crown Employees (Sheriff's Officers) Award

Sheriff's Officers		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Chief Inspector Year 2 Year 1	85 82	94327 91641
Inspector Year 2 Year 1	78 75	88184 85488
Sergeant Year 4 Year 3 Year 2 Year 1	67 64 61 58	79297 76931 74603 72418
Sheriff's Officer Year 4 Year 3 Year 2 Year 1	55 52 49 46	70425 68543 66682 64779
Probationary Sheriff's Officer	36	59211

## Crown Employees (State Emergency Service) Learning and Development Officers Award 2012

Learning and Development Officers - Full-time, State Emergency Service		
Classification	Common Salary Point	1.7.19 Per annum 2.50% \$
1st year of service 2nd year of service	82 85	91641 94327
3rd year of service Thereafter	88 91	97152 100056

## Crown Employees (State Emergency Service) Region Staff Award 2018

Classification	Fpp1.7.19 Per annum \$
Full Time Region Controllers – Clerk Grade 9/10	
1st year of service	110,745
2nd year of service	113,859
3rd year of service	118,507
Thereafter	122,038
Deputy Region Controller - Clerk Grade 7/8	
1st year of service	97,152
2nd year of service	10,056
3rd year of service	104,226
Thereafter	107,541
Business Manager - Clerk Grade 5/6	
1st year of service	85,488
2nd year of service	88,184
3rd year of service	91,641
Thereafter	94,327
Community Engagement Officer - Clerk Grade 5/6	
1st year of service	85,488
2nd year of service	88,184
3rd year of service	91,641
Thereafter	94,327
Volunteer Support Officer - Clerk Grade 3/4	
1st year of service	72,418
2nd year of service	74,603
3rd year of service	76,931
Thereafter	79,297
Region Learning and Development Officer - Clerk Grade 5/6	
1st year of service	85,488
2nd year of service	88,184
3rd year of service	91,641
Thereafter	94,327

Crown Employees (State Emergency Service) State Operations Centre – Continuous Shift Workers Award 2017

Classifications and Grades	Common Salary Point	1.7.19 Per annum +2.5% \$
Duty Operations Officers - Clerk Grade 7/8		
1st year of service	88	97,152
2nd year of service	91	100,056
3rd year of service	95	104,226
Thereafter	98	107,541
State Operations Centre Team Leader, Clerk Grade 3/4		
1st year of service	58	72,418
2nd year of service	61	74,603
3rd year of service	64	76,931

Thereafter	67	79,297
State Operations Centre Communications Officers, Clerk Grade 1/2		
1st year of service	46	64,779
2nd year of service	49	66,682
3rd year of service	52	68,543
Thereafter	55	70,425

## Crown Employees (Tipstaves to Justices) Award 2007

Tipstaff - Attorney General's Department		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
1st year of service	40	61399
2nd year of service	42	62576
3rd year of service	44	63666
Tipstaff to the Chief Justice	46	64779

## Crown Employees (Trades Assistants) Award

Trades Assistants	
Classification and Grades	1.7.19 Per week 2.50% \$
Blacksmith's striker	963.20
Cold saw operator	970.70
Driller (stationary machines)	963.20
Dresser and grinder (portable machines)	980.10
Dresser, shot blast or sand blast-	
(a) who operates from outside a properly enclosed cabin	970.70
(b) other	1012.50
Dogman and/or crane chaser	980.10
Forger's assistant	963.20
Assistant Furnaceperson	970.70
Hammer driver	970.70
Heat treater operative	980.10
Machinist second class (Metal Trades)	1022.30
Operator of straight line oxy-acetylene Cutting machine	980.10
Pipe fitter	1022.30
Rigger and/or splicer (other than construction work)	1055.80
Rigger and/or splicer (construction work)	1075.50
Spray painter (ironwork) and/or brush hand	980.10
Tool and/or material storeman	1012.50
Trades assistant (Metal Trades)	963.20
Trades assistant (Electrical Trades)	989.30
Trades assistant	970.70
Cupola furnaceperson (foundries)	1022.30
Allowances:	
Cold Places per hour	0.83
Confined Spaces per hour	1.04
Dirty Work per hour	0.83
Height Money per hour:	

- At a height of 7.5 m	0.83
- For every additional 3m	0.26
Hot Places per hour:	
- 46C-54C	0.83
- Above 54C	1.04
Insulation Material per hour:	
- Pumice or other recognised insulator	0.83
- Silicate	1.04
Smoke Boxes etc. per hour:	
- Working on repairs to smoke boxes, furnaces etc.	0.53
- Working on repairs inside oil-fired boilers	2.07
Wet Places per hour	0.83
Working on a boat or punt per day	3.22
Working knee deep in mud or water per day	6.59
Acid, furnaces, stills, etc. per hour	4.24
Towers per hour	0.83
Depth money per hour	0.83
Swing Scaffolds:	
- First four hours (fixed rate)	6.15
- Each hour thereafter	1.25
- Solid plasterers per hour	0.26
Septic Tanks per day	9.90
Distant Places per day:	
- Area re paragraph 4.17.1	1.63
- Area re paragraph 4.17.2	2.63
- Area re paragraph 4.17.3	2.63
Epoxy Materials per hour	1.04
- Applying to air-conditioned buildings per hour	0.73
- Employees in close proximity per hour	0.83
Foundry per hour	0.60
Asbestos Eradication per hour	2.78
First Aid per day	3.64

## Taronga Conservation Society Australia Salaried Employees Award

Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Clerks -		
General Scale -		
1st year (up to 18 years)	7	37835
2nd year (or 20 years)	11	45762
3rd year	17	49322
4th year	20	50667
5th year	23	52810
6th year	25	53767
7th year	28	55102
8th year	32	57141
9th year	36	59211
10th year	40	61399
At 19 years + (HSC)	9	42871
Grade 1 -		
1st year	46	64779
2nd year	49	66682
Grade 2 -		
1st year	52	68543

2nd year	55	70425
Grade 3 - 1st year	58	72418
2nd year	61	74603
Grade 4 - 1st year	64	76931
2nd year	67	79297
Grade 5 - 1st year	75	85488
2nd year	78	88184
Grade 6 - 1st year	82	91641
2nd year	85	94327
Grade 7 - 1st year	88	97152
2nd year	91	100056
Grade 8 - 1st year	95	104226
2nd year	98	107541
Grade 9 - 1st year	101	110745
2nd year	104	113859
Grade 10 - 1st year	108	118507
2nd year	111	122038
Grade 11 - 1st year	116	128089
2nd year	120	133519
Grade 12 - 1st year	126	141882
2nd year	130	148134
Clerical Assistants - 1st year (or under 17 years)	1	26337
2nd year (or 17 years)	3	29585
3rd year (or 18 years )	6	35595
4th year (or 19 years)	8	40429
5th year (or 20 years)	9	42871
6th year (or 21 years)	15	47561
7th year	17	49322
8th year	20	50667
9th year	22	51626
Class 1 - 1st year	25	53767
2nd year	28	55102
Class 2 - 1st year	32	57141
2nd year	35	58615
Class 3 - 1st year	37	59777
2nd year	40	61399
Class 4 - 1st year	42	62576
2nd year	44	63666
Horticulturalist Labourer - (Applies to employees engaged prior 1 July 2010)		
Grade 1	25	53767
Grade 2	30	56144
Grade 3	35	58615



Horticulturalist Level 1 - (Applies to employees engaged prior 1 July 2010)		
Grade 1	42	62576
Grade 2	45	64285
Horticulturalist Level 2 (Applies to employees engaged prior 1 July 2010)		
Grade 1	48	66003
Grade 2	50	67330
Horticultural Technician (Applies to employees engaged prior 1 July 2010)		
Grade 1	55	70425
Grade 2	57	71711
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)		
Grade 1	63	76191
Grade 2	67	79297
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)		
1st Year		26158
2nd Year		30917
3rd Year		35671
4th Year		42808
Gardener (Applies to employees engaged post 1 July 2010)		
Grade 1	15	47561
Grade 2	18	49807
Grade 3	21	51149
Horticulturalist (Applies to employees engaged post 1 July 2010)		
Grade 1		60533
Grade 2		62349
Grade 3		64220
Grade 4		67329
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)		
Grade 1		71488
Grade 2		73633
Grade 3		75842
Keeper Grade 4 (Specialist) Level 2 (only available to employees employed permanently as a Keeper on 8 December 2005)	75	85488
Trainee Keeper -		
Level 1	-	45402
Level 2	-	48427
Level 3	-	51455
Level 4	-	54481
Keeper -		
Level 1	-	60534
Level 2	-	63560
Level 3	-	66586
Level 4	-	69616
Senior Keeper -		
Level 1	-	72641
Level 2	-	78694
Keeping Unit Supervisor -		
Year 1	-	87776
Year 2	-	89592
Year 3	-	91405
Keeper before Jan 06 Grade 1		

Level 01		56591
Level 02		57140
Level 03		58084
Level 04		59210
Grade 2		
Level 01		77577
Level 02		85486
Gate Receptionists	38	60273
Junior Designer		
Grade 1		51596
Grade 2		53660
Grade 3		55805
Grade 4		58035
Designer		
Grade 1		59777
Grade 2		62463
Grade 3		65275
Grade 4		68215
Grade 5		71282
Senior Designer		
Grade 1		74852
Grade 2		78592
Grade 3		82520
Allowances:		
Casual first aid allowance (per shift)		17.90
Laundry Allowance for staff other than Gate Receptionists (per week)		7.45
Laundry Allowance for Gate Receptionists (per week)		13.50

## Agreements and Determinations

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

Adventure Facilitator	1.7.19 Per annum 2.50%
Year 1	97152
Year 2	100056
Year 3	104226
Year 4	107541

## Architects etc. Agreement No. 1733 of 1971

Architects		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Grade I		
1st year of service	46	64779
2nd year of service	50	67330
3rd year of service	56	71084
4th year of service	63	76191
5th year of service	70	81592
6th year of service and thereafter	76	86430
Grade II		
1st year of service	82	91641

2nd year of service	86	95171
3rd year of service	89	98129
4th year of service and thereafter	92	100982
Grade III		
1st year of service	97	106378
2nd year of service	100	109682
3rd year of service	104	113859
4th year of service and thereafter	107	117343
Grade IV		
1st year of service	112	123229
2nd year of service	115	126843
3rd year of service and thereafter	117	129360
Grade V		
1st year of service	121	134667
2nd year of service and thereafter	123	137319
Grade VI		
1st year of service	125	140358
2nd year of service	127	143370

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

Artists, Designers, Exhibitions Officers, etc.		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Artists Australian Museum and Museum of Applied Arts and Sciences		
Grade I		
1st year of service	28	55102
2nd year of service	31	56592
3rd year of service	34	58144
4th year of service	37	59777
5th year of service	39	60896
6th year of service	43	63196
7th year of service and thereafter	46	64779
Grade II		
1st year of service	49	66682
2nd year of service	51	67853
3rd year of service and thereafter	53	69130
Grade III		
1st year of service	58	72418
2nd year of service and thereafter	61	74603
Keeper Of Exhibits (Non Graduate)		
Museum of Applied Arts & Sciences		
1st year of service	44	63666
2nd year of Service	47	65460
3rd year of service	51	67853
4th year of service	53	69130
5th year of service	58	72418
6th year of service and thereafter	58	72418
Designers (Exhibitions and Publications)		
1st year of service	37	59777
2nd year of service	39	60896
3rd year of service	42	62576
4th year of service	46	64779
5th year of service	49	66682

6th year of service	51	67853
7th year of service	53	69130
8th year of service	56	71084
9th year of service	60	73855
10th year of service	64	76931
11th year of service	67	79297
12th year of service	71	82406
Senior Designer (Exhibitions and Publications) National Parks and Wildlife Service		
On Appointment	77	87169
Exhibitions Officer, Australian Museum		
Grade I		
1st year of service	56	71084
2nd year of service	60	73855
3rd year of service	64	76931
4th year of service	67	79297
5th year of service and thereafter	71	82406
Grade II		
1st year of service	75	85488
2nd year of service	77	87169
Chief, Exhibitions Department Museum of Applied Arts and Sciences		
1st year of service	92	100982

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

The rate of pay for the Bandmaster, Department of Corrective Services shall be an annual salary equivalent to a Clerk Grade 5/6 under the Crown Employees (Administrative and Clerical Officers) Award 2017.

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

Cadet Conditions and Rates of Pay, Various Departments		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Level 1 At 18 years of age	7	37835
Level 1 At 19 years of age with HSC	9	42871
Level 2 Or minimum at 20 years	11	45762
Level 3 Or minimum at 21 years	17	49322
Level 4	20	50667
Level 5	23	52810
Level 6	25	53767
Level 7	28	55102
Level 8	32	57141
Level 9	36	59211
Level 10	40	61399

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

Cartographers, Engineering Survey Drafting Officers,		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
General Scale		
1st year	7	37835
2nd year	11	45762
3rd year	17	49322
4th year	20	50667
5th year	23	52810
6th year	25	53767
7th year	28	55102
8th year	32	57141
9th year	36	59211
10th year	40	61399
11th year	46	64779
12th year	49	66682
13th year	52	68543
14th year	55	70425
Officer with HSC aged 19 and over paid not less than	9	42871
Class 1		
1st year	58	72418
2nd year	61	74603
3rd year	64	76931
4th year	67	79297
Class 2		
1st year	75	85488
2nd year	78	88184
Class 3		
1st year	82	91641
2nd year	85	94327
Class 4		
1st year	88	97152
2nd year	91	100056
Class 5		
1st year	95	104226
2nd year	98	107541
Class 6		
1st year	101	110745
2nd year	104	113859
Class 7		
1st year	108	118507
2nd year	111	122038

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

Department of Corrective Services	
Classification and Grades	1.7.19 Per hour 2.50% \$
Sessional Specialist HIV/Health Promotion (The rates are inclusive of a 15% casual loading for Monday to Friday work, plus 1/12th in lieu of recreation leave.	83.08
Environmental Allowance for working within a correctional centre	1.92

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

Community Offender Support Program Centres DCS		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Throughcare and Placement Officer:		
1st year	88	97152
2nd year	91	100056
3rd year	95	104226
Thereafter	98	107541
Accommodation Support Worker:		
1st year	75	85488
2nd year	78	88184
3rd year	82	91641
Thereafter	85	94327
Assistant Support Worker:		
1st year	46	64779
2nd year	49	66682
3rd year	52	68543
Thereafter	55	70425

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

Computer Operators, All Departments		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Trainee Computer Operator		
At 18 and under	7	37835
At 19	9	42871
At 20	11	45762
At 21	17	49322
Computer Operator - Grade 1		
1st year of service	20	50667
2nd year of service	23	52810
3rd year of service	25	53767
4th year of service and thereafter	28	55102
Computer Operator - Grade 2		
1st year of service	32	57141
2nd year of service	36	59211
3rd year of service and thereafter	40	61399
Senior Computer Operator - Grade 1		
1st year of service	46	64779
2nd year of service	49	66682
3rd year of service	52	68543
4th year of service	55	70425
Senior Computer Operator - Grade 2		
1st year of service	58	72418
2nd year of service	61	74603
3rd year of service	64	76931
4th year of Service	67	79297

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

Classification and Grades	1.7.19 Per annum 2.50% \$
Operations Manager - Clerk 11/12 1st year of service 2nd year of service 3rd year of service Thereafter	128089 133519 141882 148134
Assistant Operations Manager - Clerk 9/10 1st year of service 2nd year of service 3rd year of service Thereafter	110745 113859 118507 122038
Senior Case Worker - Clerk 5/6 1st year of service 2nd year of service 3rd year of service Thereafter	85488 88184 91641 94327

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

Classification and Grades	1.7.19 Per annum 2.50% \$
Assistant Manager 1st year of service 2nd year of service 3rd year of service Thereafter	102389 105269 109566 112831
Co-ordinator Program Support & Security 1st year of service 2nd year of service 3rd year of service Thereafter	89821 92509 96362 99426
Senior Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	79038 81531 84725 87211
Program Support Officer 1st year of service 2nd year of service 3rd year of service Thereafter	66954 68973 71126 73313

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

Classification and Grades	1.7.19 Per annum 2.50% \$
Co-ordinator Program Support & Security	
1st year of service	97152
2nd year of service	100056
3rd year of service	104226
Thereafter	107541
Senior Program Support Officer	
1st year of service	85488
2nd year of service	88184
3rd year of service	91641
Thereafter	94327
Program Support Officer	
1st year of service	72418
2nd year of service	74603
3rd year of service	76931
Thereafter	79297
Mobile Work Camps Allowance (per day)	154.05

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

Classification and Grades	1.7.19 Per annum 2.50%
Senior Program Support Officer	
1st year of service	85488
2nd year of service	88184
3rd year of service	91641
Thereafter	94327
Program Support Officer	
1st year of service	72418
2nd year of service	74603
3rd year of service	76931
Thereafter	79297

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

Classification and Grades	1.7.19 Per annum 2.50% \$
Team Leader (Administrative and Clerical Officer Grade 7/8)	
1st year of service	97152
Thereafter	100056
Grade 8	
1st year of service	104226
Thereafter	107541
Allowance	27153

Bail Coordinator (Administrative and Clerical Officer Grade 5/6)	
Grade 5	
1st year of service	85488



Thereafter	88184
Grade 6	
1st year of service	91641
Thereafter	94327
Allowance	24566

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

Conservators, Cultural Institutions		
Classifications and Grade	Common Salary Point	1.7.19 Per annum 2.50% \$
Assistant Conservator - Class 1		
1st year of service	40	61399
2nd year of service	42	62576
3rd year of service	44	63666
4th year of service	47	65460
5th year of service	49	66682
6th year of service	52	68543
Class 2		
1st year of service	55	70425
2nd year of service	56	71084
3rd year of service	58	72418
Conservator - Grade 1		
1st year of service	62	75306
2nd year of service	64	76931
3rd year of service	66	78495
4th year of service	68	79877
5th year of service	70	81592
Grade 2		
1st year of service	74	84635
2nd year of service	79	88889
3rd year of service	83	92535
4th year of service	87	96194
5th year of service	91	100056
Grade 3		
1st year of service	94	103140
2nd year of service	97	106378
3rd year of service	99	108573
Head Conservator		
1st year of service	105	115017
2nd year of service	108	118507
3rd year of service	110	120857

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

Coordinators and Directors, Community Justice Centres - Attorney General's Department		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Co-ordinator	61	74603
Director	104	113859

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

Coordinator, Visual Arts, Long Bay Correctional Complex Department of Corrective Services		
Classification and Grades	Commo Salary Point	1.7.19 Per annum 2.50% \$
Co-ordinator, Visual Arts	102	111805
Environmental Allowance	-	3117
All Incidents Allowance	-	10721

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

Curatorial Staff		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Assistant Curator/Assistant Registrar - Grade I		
1st year of service	40	61399
2nd year of service	46	64779
3rd year of service	51	67853
4th year of service	57	71711
5th year of service and thereafter	62	75306
Assistant Curator/Assistant Registrar - Grade II		
1st year of service	64	76931
2nd year of service	67	79297
3rd year of service	70	81592
4th year of service	73	83968
5th year of service and thereafter	75	85488
Curator/Registrar - Grade I		
1st year of service	77	87169
2nd year of service	82	91641
3rd year of service	86	95171
4th year of service	91	100056
5th year of service and thereafter	95	104226
Curator/Registrar - Grade II		
1st year of service	99	108573
2nd year of service	102	111805
3rd year of service	105	115017
4th year of service	108	118507
5th year of service	110	120857
Senior Curator Senior Registrar	114	125600

## Departmental Professional Officers Determination No.866 of 1987

Departmental Professional Officers - All Departments		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Grade I -		
1st year of service	46	64779
2nd year of service	50	67330
3rd year of service	56	71084
4th year of service	63	76191
5th year of service	70	81592
6th year of service and thereafter	76	86430
Grade II -		

1st year of service	81	90661
2nd year of service	84	93349
3rd year of service	87	96194
4th year of service and thereafter	91	100056
Grade III -		
1st year of service	95	104226
2nd year of service	98	107541
3rd year of service	100	109682
4th year of service and thereafter	104	113859
Grade IV -		
1st year of service	108	118507
2nd year of service and thereafter	110	120857
Grade V -		
1st year of service	114	125600
2nd year of service and thereafter	116	128089
Grade VI -		
1st year of service	119	132078
2nd year of service and thereafter	121	134667
Grade VII -		
1st year of service	124	138830
2nd year of service and thereafter	126	141882
Grade VIII -		
1st year of service	129	146499
2nd year of service and thereafter	130	148134

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

Transport Officers	
Classification and Grades	1.7.19 Per annum 2.50% \$
Grade I -	
One	49251
Two	50971
Three	52754
Four	54600
Five	56512
Grade 2	
One	56512
Two	58496
Three	60536
Four	62663
Five	64852
Grade 3	
One	64852
Two	67121
Three	69467
Four	71900
Five	74423
Grade 4	
One	74423
Two	77022

Three	79718
Four	82511
Five	85504
Grade 5	
One	85504
Two	88385
Three	91663
Four	94683
Five	97998
Grade 6	
One	97998
Two	101430
Three	104975
Four	108647
Five	112453
Grade 7	
One	112453
Two	116390
Three	120462
Four	124676
Five	129042
Grade 8	
One	129042
Two	133559
Three	141910
Four	148161
Five	153345
Grade 9	
One	153345
Two	161583
Three	169933
Four	176182
Five	181370

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

Education Officers, Department of Culture, Sport and Recreation, (Art Gallery, Australian Museum & Museum of Applied Arts & Sciences)		
Classifications and Grade	Common Salary Point	1.7.19 Per annum 2.50% \$
Education Officer -		
1st year of service	43	63196
2nd year of service	48	66003
3rd year of service	54	69733
4th year of service	60	73855
5th year of service	66	78495
6th year of service	71	82406
7th year of service	75	85488
8th year of service	79	88889
9th year of service and thereafter	84	93349
Senior Education Officer -		
1st year of service	98	107541
2nd year of service and thereafter	101	110745

Allowance after 12 months on the 9th year of service: \$ per annum	-	2926
After a further 12 months: \$ per annum	-	2926

## Engineers Agreement No. 1734 of 1971

Engineers		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Grade I Diplomat Experience Since Qualifying		
In first year	46	64779
After one year	50	67330
After two years	56	71084
After three years	63	76191
After four years	70	81592
After five years	76	86430
Grade I Graduate Experience Since Qualifying		
In first year	50	67330
After one year	56	71084
After two years	63	76191
After three years	70	81592
After four years	76	86430
Grade II		
1st year of service	82	91641
2nd year of service	86	95171
3rd year of service	89	98129
4th year of service and thereafter	92	100982
Grade III		
1st year of service	97	106378
2nd year of service	100	109682
3rd year of service	104	113859
4th year of service and thereafter	107	117343
Grade IV		
1st year of service	112	123229
2nd year of service	115	126843
3rd year of service and thereafter	117	129360
Grade V		
1st year of service	121	134667
2nd year of service and thereafter	123	137319
Grade VI		
1st year of service	125	140358
2nd year of service and thereafter	127	143370

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

Escorts and Travelling Attendants	
Classification and Grades	1.7.19 Per annum 2.50% \$
Travelling Attendant	
1st Year	50068
2nd Year	50068
3rd Year	50547
4th Year	52209
Travelling Attendant (Hourly Rate)	
1st Year	25.26

2nd Year	25.26
3rd Year	25.50
4th Year	26.32
Escorts	
1st Year	59666
2nd Year	59666
3rd Year	60207
4th Year	62240
Rate A Applicable Mon-Fri and all overtime/travelling time/weekdays and public holidays = Hrly rate of Travelling Attendant + 10% +4/48ths	
1st Year	30.11
2nd Year	30.11
3rd Year	30.38
4th Year	31.38
Rate B Applicable first 8 hours on Saturday = Hrly rate of Travelling Attendant + 50% +4/48ths	
1st Year	41.05
2nd Year	41.05
3rd Year	41.42
4th Year	42.79
Rate C Applicable first 8 hours on Sunday = Hrly rate of Travelling Attendant + 75% +4/48ths	
1st Year	47.87
2nd Year	47.87
3rd Year	48.33
4th Year	49.92
Rate D Applicable first 8 hours on a Public Holiday = Hrly Rate of Travelling Attendant + 150%+4/48ths	
1st Year	68.39
2nd Year	68.39
3rd Year	69.02
4th Year	71.33

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

Gardening, Parks and Horticultural and Landscape Staff		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Gardener Tradesman	37	59777
Gardener Experienced	30	56144
Garden Labourer	20	50667
Garden Labourer, 1st class	23	52810
Chief Propagator (Royal Botanical Gardens)	43	63196
Groundsman	33	57603
Horticultural and Landscape Officers:		
Horticultural Assistants -		
1st year of service	33	57603
2nd year of service	36	59211
3rd year of service	38	60273
4th year of service	40	61399
5th year of service	42	62576
6th year of service	44	63666
7th year of service	46	64779
Promotion beyond 3rd year rate dependent upon possession of the Certificate of Horticulture		

Ranger	30	56144
Senior Ranger (plus appropriate Leading Hand Allowance)	30	56144
Foreman	61	74603
Foreman Special Grade	65	77578
Superintendent, Centennial Park Supervisor	77	87169
Royal Botanic Gardens and Mount Tomah		
1st year of service	68	79877
2nd year of service	71	82406
3rd year of service	73	83968
Development Officer (Horticulture)	81	90661
	82	91641
	84	93349
Living Collections Registrar	46	64779
Mount Tomah	50	67330
	53	69130
	56	71084

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

Car Drivers/Assistants		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Car Drivers - Driver/General Assistant	33	57603
Departmental - Driver/Assistant	39	60896
Departmental - Driver/Assistant (in Charge), Public Works Department	43	63196
Ministerial Driver/Assistant	39	60896
* Salary Class 52 with allowance to Salary Class 122	80	89855

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

General Division (Trade Based Groups) Agreement		
	Common Salary Point	1.7.19 Per annum 2.50% \$
Artificer, Australian Museum and Art Gallery of NSW		
1st year of service	43	63196
2nd year of service and thereafter	45	64285
Clerk of Works - Various Departments		
1st year of service	68	79877
2nd year of service	70	81592
3rd year of service	73	83968
4th year of service	75	85488
5th year of service and thereafter	77	87169
(Provided that in respect of officers appointed after 10th December, 1980, progression beyond the third year of service shall be dependent upon possession of the Building Foreman and Clerk of Works Certificate of the TAFE NSW*or a qualification deemed by the Industrial Authority to be appropriate and equivalent).		
(*Agencies are advised to check with TAFE institutes with regard to course qualifications)		
Deputy Senior Electrical Inspector, All Departments		

1st year of service	78	88184
2nd year of service	80	89855
Electrical Foreman, Various		
Grade 2	64	76931
Grade 3	68	79,877
Grade 5	77	87169
Electrical Inspectors, Various		
1st year of service	75	85488
2nd year of service	77	87169
Estimator, Various Departments		
1st year of service	68	79877
2nd year of service	70	81592
Fitter Operators, Various		
On appointment	51	67853
(i) NSW Electrician's Licence		55.66
(ii) Department of Industrial Relations First Class Refrigeration Certificate		17.61
(iii) Department of Industrial Relations Electrically Fired Boiler Attendant's Certificate		9.37
(iv) Department of Industrial Relations Open All Class Boiler Attendant's Certificate		17.62
(v) Refrigeration Mechanic's Certificate Course of the Sydney Technical College		17.62
Provided that, in addition to the above salary, allowances shall be paid to a Fitter Operator who has a licence or certificate specified hereunder and who is required to act upon such licence or certificate during the course of his duties.		
Food and Beverage Controller		
(S.C. 53) 1st year		60896
(S.C. 57) 2nd year		62576
Food School Assistant		
(S.C. 23) 1st year		49807
(S.C. 24) 4th year		50240
(S.C. 26) 7th year		50667
Foreman Electrical		
Grade 2 (T83)	64	76931
Grade 3 (T96)	68	79877
Grade 5 (T126)	77	87169
Other than Electrical -		
Grade 1 (T59)	57	71711
Grade 2 (T72)	61	74603
Grade 3 (T85)	65	77578
Grade 4 (T111)	73	83968
Grade 5 (T125)	77	87169
Assistant Mechanical Foreman - (T72)	61	74603
Property and Maintenance Officer, Youth And Community Services		
1st year of service	77	87169
2nd year of service and thereafter	80	89855
Property Inspector, Public Trust Office		
1st year of service	64	76931
2nd year of service	67	79297
3rd year of service	69	80795
4th year of service and thereafter	73	83968
Radio Technician, Police		
1st year of service	47	65460
2nd year of service	48	66003



3rd year of service and thereafter	50	67330
Scientific Instrument Maker, Various Departments 1st year of service and thereafter	51	67853
Senior Apprenticeship Supervisor, Department of Industrial Relations On appointment	78	88184
Senior Electrical Inspector, Various Departments 1st year of service	83	92535
2nd year of service	85	94327
Senior Estimator, Various Departments	71	82406
Senior Mechanical Inspector 1st year of service	83	92535
2nd year of service and thereafter	85	94327
Senior Radio Technician, Police and Forestry Commission 1st year of service	57	71711
2nd year of service and thereafter	58	72418
Senior Works Supervisors, Various Departments 1st year of service	83	92535
2nd year of service and thereafter	85	94327
Textile Maintenance Officer 1st year	44	63666
2nd year	46	64779
3rd year	47	65460
4th year	49	66682
Works Supervisors, Various Departments 1st year of service	78	88184
2nd year of service and thereafter	80	89855

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

Department of Education		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Gardener Glenfield Park SSP	27	54640

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

Guidance Officers, etc. (Excluding Department of Health)		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
(A) Non-Classified Positions Guidance Officer Department of Industrial Relations; Research Officer Department of Industrial Relations, Family and Community Services, Corrective Services, Department of Health NSW; Research Officer Non-Legally Qualified Law Reform Commission, Attorney General; Psychologist Department of Health NSW, Corrective Services, Family and Community Services;		

Research Anthropologists Department of Health NSW; Social Anthropologists Department of Health NSW; Youth Counselling Officers Department of Industrial Relations		
1st year of service	43	63196
2nd year of service	48	66003
3rd year of service	54	69733
4th year of service	60	73855
5th year of service	66	78495
6th year of service	71	82406
7th year of service	75	85488
8th year of service	79	88889
9th year of service and thereafter	84	93349
Clinical Psychologist Department of Health, Family and Community Services, Department of Attorney General		
1st year of service	79	88889
2nd year of service	86	95171
3rd year of service	91	100056
4th year of service	96	105318
5th year of service and thereafter	101	110745
A Clinical Psychologist appointed to one of the following positions shall be paid as follows:		
Program Co-ordinator		
1st year of service	101	110745
2nd year of service and thereafter	105	115017
Senior Program Co-ordinator		
1st year of service	105	115017
2nd year of service and thereafter	108	118507
Program Director		
1st year of service	108	118507
2nd year of service and thereafter	110	120857
Project Director Department of Health NSW		
1st year of service	91	100056
2nd year of service and thereafter	96	105318
Rehabilitation Counsellor Workers Compensation Commission		
1st year of service	66	78495
2nd year of service	71	82406
3rd year of service and thereafter	75	85488
Senior Rehabilitation Counsellor Workers Compensation Commission		
1st year of service	79	88889
2nd year of service and thereafter	84	93349
(B) Classified Positions (Group a) Senior Guidance Officer, District Guidance Officer, Grade I, Careers Research Officer, Division of Vocational Guidance Services, Department of Industrial Relations, Senior Research Psychologist Department of Health NSW On Appointment	101	110745
Group (b) Deputy Senior Psychologist, Family and Community Services, Chief Research Psychologist, Department of Health NSW, Senior Research Officer, Senior Psychologist, Corrective Services, District Guidance Officer, Grade II, OIC Research Section, OIC		
Special Section for Handicapped Persons, Division of Vocational Guidance Services, Principal Counsellor, Youth Counselling Service, Department of Industrial Relations On Appointment	105	115017
Group (c) Senior Clinical Psychologist, Department of Health NSW, and Family and Community Services, Regional Psychologist New England Region,		

Department of Health NSW, Psychologist In Charge Department of Health NSW On Appointment	105	115017
Group (d) Chief Guidance Officer Department of Industrial Relations On Appointment	110	120857
Chief Psychologist Corrective Services On Appointment	114	125600
Assistant Director Division of Vocational Guidance Services Department of Industrial Relations On Appointment	115	126843
Deputy Director, Division of Health Services, Research Department of Health, NSW Principal Clinical Psychologist, Principal Psychologist, Department of Health NSW, Senior Research Consultant (Personal to Dr. J. Kraus) Family and Community Services Principal Psychologist Psychological Counselling Service, Family and Community Services Principal Psychologist (Bureau of Personal Health Services) Department of Health NSW On Appointment	120	133519
Deputy Director, Division Of Vocational Guidance Services Department of Industrial Relations On Appointment	125	140358

Note: For Psychologist classifications refer to the Crown Employees (Psychologists) Award 2017 or Psychologists, Community Offender Services, Department of Corrective Services Determination No. 958 of 2008

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

Interpretive Assistants, National Parks and Wildlife Service		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Interpretive Assistants		
Year 1	43	63196
Year 2	47	65460

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

Laboratory Attendants, Trainee Technical Officers (Scientific), Technical Officers (Scientific), Various Departments		
Classifications	Common Salary Point	1.7.19 Per annum 2.50% \$
Laboratory Attendant (Junior)		
At 16 and under	4	31366
At 17	6	35595
At 18	8	40429
At 19	11	45762
At 20	18	49807
Laboratory Attendant General Scale (Adult)		
1st year of service	24	53329
2nd year of service	26	54204
3rd year of service and thereafter	28	55102

Laboratory Attendant Grade 1 (Adult)		
1st year of service	28	55102
2nd year of service	31	56592

3rd year of service and thereafter	33	57603
Technical Officer (Scientific) Grade 1		
1st year of service	36	59211
2nd year of service	38	60273
3rd year of service	41	62088
4th year of service	43	63196
5th year of service	46	64779
6th year of service and thereafter	50	67330
7th year of service	53	69130
8th year of service and thereafter	56	71084
Technical Officer (Scientific) Grade II		
1st year of service	63	76191
2nd year of service	66	78495
3rd year of service	70	81592
4th year of service	76	86430
Senior Technical Officer (Scientific) Grade 1		
1st year of service	81	90661
2nd year of service	83	92535
3rd year of service and thereafter	84	93349
Senior Technical Officer (Scientific) Grade II		
1st year of service	84	93349
2nd year of service	87	96194
3rd year of service	89	98129
4th year of service	92	100982
5th year of service and thereafter	95	104226
Trainee Technical Officer (Scientific)		
1st year	5	33358
2nd year	7	37835
3rd year	9	42871
4th year	13	46633

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

Legal Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Legal Officers		
Grade I		
1st year of service	51	67853
2nd year of service	55	70425
3rd year of service	58	72418
4th year of service	61	74603
5th year of service	65	77578
Grade II		
1st year of service	73	83968
2nd year of service	78	88184
3rd year of service	84	93349
4th year of service	89	98129
5th year of service	93	102043
Grade III		
1st year of service	98	107541
2nd year of service	101	110745
3rd year of service	105	115017
Grade IV		
1st year of service	112	123229
2nd year of service	114	125600

Grade V		
1st year of service	119	132078
2nd year of service	121	134667
Grade VI		
1st year of service	126	141882
2nd year of service	128	144871

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

Maintenance Officer State Library of NSW		
Classification		1.7.19 Per annum 2.50% \$
Maintenance Officer		
1st year of service		64623
2nd year of service		68064

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

Media Monitors		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Media Monitor, Level 1		
1st year of service	61	74603
2nd year of service	65	77578
3rd year of service	69	80795
4th year of service	74	84635
Senior Media Monitor, Level 2		
1st year of service	78	88184
2nd year of service	82	91641
3rd year of service	86	95171
4th year of service	89	98129

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

Ministerial Drivers		
	Common Salary Point	1.7.19 Per annum 2.50% \$
Ministerial Driver	39	60896
Out of Hours Work Allowance (calculated as 34 hours at ordinary time of base salary)	-	54485

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

Miscellaneous Professional Officers, Department of Water Resources
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Classification and Grades	Common Salary Points	1.7.19 Per annum 2.50% \$
<b>Cadets/Trainees</b>		
1st year of service	8	40429
2nd year of service	11	45762
3rd year of service	17	49322
4th year of service	25	53767
5th year of service	32	57141
6th year of service	37	59777
<b>General Scale</b>		
1st year of service	37	59777
2nd year of service	44	63666
3rd year of service	51	67853
4th year of service	58	72418
5th year of service	64	76931
6th year of service	71	82406
<b>Grade 1</b>		
1st year of service	72	83108
2nd year of service	75	85488
3rd year of service	78	88184
Thereafter	81	90661
<b>Grade 2</b>		
1st year of service	85	94327
Thereafter	87	96194
<b>Grade 3</b>		
1st year of service	90	99102
Thereafter	95	104226
<b>Grade 4</b>		
1st year of service	99	108573
Thereafter	102	111805
<b>Grade 5</b>		
1st year of service	108	118507
Thereafter	111	122038
<b>Grade 6</b>		
1st year of service	116	128089
Thereafter	121	134667

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

Administrative and Clerical Officers, Parliament House		
Classification and Grades	Common Salary Points	1.7.19 Per annum 2.50% \$
<b>Clerks General Scale</b>		
1st year of service or 18	7	37835
2nd year of service min. at 20	11	45762
3rd year of service min. at 21	17	49322
4th year of service	20	50667
5th year of service	23	52810
6th year of service	25	53767
7th year of service	28	55102
8th year of service	32	57141
9th year of service	36	59211
10th year of service	40	61399
Officer with HSC at 19 paid not less than	9	42871

Grade 1 - 1st year of service	46	64779
Thereafter	49	66682
Grade 2 - 1st year of service	52	68543
Thereafter	55	70425
Grade 3 - 1st year of service	58	72418
Thereafter	61	74603
Grade 4 - 1st year of service	64	76931
Thereafter	67	79297
Grade 5 - 1st year of service	75	85488
Thereafter	78	88184
Grade 6 - 1st year of service	82	91641
Thereafter	85	94327
Grade 7 - 1st year of service	88	97152
Thereafter	91	100056
Grade 8 - 1st year of service	95	104226
Thereafter	98	107541
Grade 9 - 1st year of service	101	110745
Thereafter	104	113859
Grade 10 - 1st year of service	108	118507
Thereafter	111	122038
Grade 11 - 1st year of service	116	128089
Thereafter	120	133519
Grade 12 - 1st year of service	126	141882
Thereafter	130	148134

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

Other Clerical Officers, Parliament House		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Grade 1 - Group A - 1st year of service or under 17	1	26337
2nd year of service or 17	4	31366
3rd year of service or 18	6	35595
Group B - 1st year of service or under 17	2	28101
2nd year of service or 17	4	31366
3rd year of service	6	35595

Grade 1 - 4th year of service 19	9	42871
5th year of service 20	11	45762

6th year of service	17	49322
7th year of service	20	50667
8th year of service	23	52810
9th year of service	25	53767
10th year of service	28	55102
Grade 1/2 - Group C -		
1st year of service or under 17	3	29585
2nd year of service or 17	6	35595
3rd year of service or 18	9	42871
Group D only - Officer with HSC at 19 paid not less than	9	42871
4th year of service or 19	11	45762
5th year of service or 20	17	49322
6th year of service	20	50667
7th year of service	23	52810
8th year of service	25	53767
9th year of service	28	55102
10th year of service	32	57141
11th year of service	36	59211
12th year of service	40	61399
Grade 3 -		
1st year of service	46	64779
2nd year of service	49	66682
Grade 3/4 -		
1st year of service	46	64779
2nd year of service	49	66682
3rd year of service	52	68543
4th year of service	55	70425
Grade 4 -		
1st year of service	52	68543
2nd year of service	55	70425
Grade 5 -		
1st year of service	58	72418
2nd year of service	61	74603
Grade 6 -		
1st year of service	64	76931
2nd year of service	67	79297
Grade 7 -		
1st year of service	75	85488
2nd year of service	78	88184
Grade 8 -		
1st year of service	82	91641
2nd year of service	85	94327

Parliamentary Attendant Staff, Determinations of the Presiding Officers

Parliamentary Attendant Staff
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Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Parliamentary Officer - Attendant, Grade 1		
1st year of service	32	57141
2nd year of service	36	59211
Thereafter	40	61399
Grade 2		
1st year of service	41	62088
Thereafter	43	63196
Grade 3		
1st year of service (Level 1)	46	64779
Thereafter (Level 2)	49	66682
Grade 4	55	70425
Grade 5	61	74603

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff), Agreement 2379 of 1981, Agreement 2381 of 1981, Agreement 2382 of 1981

Parliamentary Staff (Security Officers, Attendants/Gatekeepers, Joint Services Staff, Food and Beverages Staff)		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
**Parliamentary Officers Chef - Grade 4 (Head Chef)		
1st year	82	91641
2nd year and thereafter	85	94327
**Parliamentary Officer Chef - Grade 3 (Chef)	47	65460
**Parliamentary Officer Chef - Grade 2 - (Assistant Chef)	37	59777
Parliamentary Steward		
1st year	48	66003
2nd year and thereafter	50	67330
Dining Room Supervisor	40	61399
Assistant Dining Room Supervisor	32	57141
**Catering Supervisor (Cafeteria Supervisor)	34	58144
**Catering Supervisor (Room Service Supervisor)	32	57141
Senior Dining Room Attendant/Cleaner	29	55669
Dining Room Attendant/Cleaner	27	54640
Senior Bartender	30	56144
Bartender	-	53305
Kitchen Attendant	27	54640
Kitchen Assistant	-	51552
Stock Clerk -		
1st year	38	60273
2nd year	40	61399
3rd year and thereafter	43	63196
Pantry Supervisor	34	58144
Assistant Pantry Supervisor	30	56144
**Cleaning Supervisor (Foreman Cleaner)	30	56144
**Assistant Cleaning Supervisor (Assistant Foreman Cleaner)	-	53305
General Useful	-	51552
Stores Officer		
1st year	-	60896

2nd year and thereafter	-	62088
Housekeeper	-	50135
*Senior Laundry Assistant	-	49682
Laundry Assistant	-	49189
Cleaner	-	49189
**Horticulturalist Grade 2 (Gardener - experienced)	32	57141
*Attendant/Gatekeeper	-	51552
*Parliament House Security Officer	41	62088
*Position deleted from establishment.		
**Title of position changed - old title appears in brackets.		

Parole Officers, Department of Corrective Services, Industrial Authority Determination

Parole Officers, Department of Corrective Services		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Parole Officer		
Min 3	58	72418
Max 3	61	74603
Min 4	64	76931
Max 4	67	79297
Min 5	75	85488
Max 5	78	88184
Min 6	82	91641
Max 6	85	94327
Unit Leader		
Min 7	88	97152
Max 7	91	100056
Min 8	95	104226
Max 8	98	107541
District Manager 4		
Min 7	88	97152
Max 7	91	100056
Min 8	95	104226
District Manager 3		
Min 8	95	104226
Max 8	98	107541
Min 9	101	110745
Max 9	104	113859
District Manager 2		
Min 9	101	110745
Max 9	104	113859
Min 10	108	118507
Max 10	111	122038
District Manager 1		
Min 10	108	118507
Max 10	111	122038
Min 11	116	128089
Max 11	120	133519

Petty Sessions Officers - Local Courts Administration Determination 741 of 1982

Petty Sessions Officers - Local Courts Administration
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Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Grade 1/2		
1st year of service	7	37835
2nd year of service	11	45762
3rd year of service	17	49322
4th year of service	20	50667
5th year of service	23	52810
6th year of service	25	53767
7th year of service	28	55102
8th year of service	32	57141
9th year of service	36	59211
10th year of service	40	61399
Officer with HSC at 19 paid not less than	9	42871
General Scale		
Grade 3		
1st year of service Max 1	49	66682
2nd year of service Min 2	52	68543
Thereafter Max 2	55	70425
Grade 4		
1st year of service Max 3	61	74603
2nd year of service Min 4	64	76931
Thereafter Max 4	67	79297
Grade 5		
1st year of service Max 5	78	88184
2nd year of service Min 6	82	91641
Thereafter Max 6	85	94327
Grade 6		
1st year of service Min 8	95	104226
Thereafter Max 9	104	113859
Grade 7		
1st year of service Min 11	116	128089
Thereafter Min 12	126	141882

Pharmacists Agreement 2441 of 1982

Pharmacists	
Classification and Grade	1.7.19 Per annum 2.50% \$
Pharmacist - Grade 1	
1st year	61990
2nd year	64306
3rd year	68243
4th year	72944
5th year	78004
6th year	82958
7th year	86978
8th year	89779
Pharmacist - Grade 2 After 2 yrs on maximum	92459
Part-time Pharmacist (per hour)	49.41
Pharmaceutical Advisor, Pharmaceutical Services Branch	
1st year	100445
2nd year	103814

3rd year	106715
4th year	109621
Principal Pharmaceutical Advisor, Pharmaceutical Services Branch	
1st year	120027
2nd year	123055
Deputy Chief Pharmacist Pharmaceutical Services Branch	
1st year	127132
2nd year	130296
Chief Pharmacist, Pharmaceutical Services Branch	
1st year	140325
2nd year	143619
Chief Pharmacist Group 1 & 3, Grade 5 Corrections Health Service	
1st year	120021
2nd year	123056

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

Psychologists, Community Offender Services - Department of Corrective Services		
Classification and Grades	Common Salary Points	1.7.19 Per annum 2.50% \$
Senior Psychologist Year 1	-	123034
Senior Psychologist Year 2	-	128209
Senior Psychologist Year 3 and thereafter	-	133383
Senior Specialist Psychologist Year 1	-	143735
Senior Specialist Psychologist Year 2	-	147865
Senior Specialist Psychologist Year 3 and thereafter	-	152034
Community Based Incidental Allowance	-	3117

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

Publicity Officers and Public Relations Officers		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Assistant Publicity Officers		
1st year of service	59	73176
2nd year of service	62	75306
Publicity Officers		
1st year of service	69	80795
2nd year of service	72	83108
3rd year of service and thereafter	74	84635
Senior Publicity Officers, Dept of Education & Training		
1st year of service and thereafter	100	109682
Public Relations Officer		
Grade II		
1st year of service	87	96194
2nd year of service	89	98129
3rd year of service and thereafter	91	100056
Grade I		
1st year of service	103	112835
2nd year of service	105	115017

3rd year of service and thereafter	107	117343
Allowance in lieu of overtime (per annum)	-	12660

## Scientific Officers Various Departments Agreement No. 2433 of 1982

Scientific Officers, Various Departments		
Classification and Grades	Commo Salary Point	1.7.19 Per annum 2.50% \$
<b>Grade I</b>		
1st year of service	46	64779
2nd year of service	50	67330
3rd year of service	56	71084
4th year of service	63	76191
5th year of service	70	81592
6th year of service and thereafter	76	86430
<b>Grade II</b>		
1st year of service	81	90661
2nd year of service	84	93349
3rd year of service	87	96194
4th year of service and thereafter	91	100056
<b>Grade III</b>		
1st year of service	95	104226
2nd year of service	98	107541
3rd year of service and thereafter	100	109682
<b>Grade IV</b>		
1st year of service	105	115017
2nd year of service	108	118507
3rd year of service and thereafter	110	120857
<b>Grade V</b>		
1st year of service	114	125600
2nd year of service and thereafter	117	129360
<b>Grade VI</b>		
1st year of service	120	133519
2nd year of service	123	137319

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

Security Officers and Senior Security Officers, Various Departments		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Security Officer	25	53767
Senior Security Officer	30	56144
<b>Chief Security Controller - Sydney</b>		
1st year	75	85488
2nd year	78	88184
<b>Chief Security Officer - Sydney</b>		
(S.C. 85) 1st year	60	73855
(S.C. 92) 2nd year	64	76931
Newcastle - (S.C. 80)	57	71711

## Social Workers, Various Departments Agreement No.2374 of 1982

Social Workers, Various Departments
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Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Social Worker, Community Services Consultant		
1st year of service	44	63666
2nd year of service	49	66682
3rd year of service	55	70425
4th year of service	61	74603
5th year of service	67	79297
6th year of service	71	82406
7th year of service	75	85488
8th year of service	79	88889
9th year of service and thereafter	84	93349
Senior Allotment Officer	89	98129
Community Services Officer	96	105318
Social Worker Grade I	89	98129
Senior Social Worker	96	105318
Regional Social Work Adviser		
South Eastern, Orana and Far West and South Western Health Regions	89	98129
Central Western, North Coast, Illawarra and New England Health Regions	96	105318
Southern Metropolitan, Northern Metropolitan, Western Metropolitan and Hunter Health Regions	107	117343

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

Stores Officer, Various Departments		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Stores Officers		
Grade 1		
1st year of service	31	56592
2nd year of service and thereafter	33	57603
Grade 2		
1st year of service	34	58144
2nd year of service and thereafter	35	58615
Grade 3		
1st year of service	36	59211
2nd year of service and thereafter	37	59777
Grade 4		
1st year of service	39	60896
2nd year of service	41	62088
3rd year of service and thereafter	41	62088
Stores and Despatch Officer Art Gallery of N.S.W.		
1st year of service	39	60896
2nd year of service	40	61399
3rd year of service and thereafter	41	62088
Drug Checker and Counter Hand Commercial Services Group		
1st year of service	37	59777
2nd year of service and thereafter	38	60273
Area Supervisors Commercial Services Group		
1st year of service	46	64779
2nd year of service and thereafter	48	66003

Second O.I.C. (Other Areas) Commercial Services Group		
1st year of service	37	59777
2nd year of service and thereafter	38	60273
Area Supervisors (Shea's Creek Stores) Despatch Section, Government Supply Department		
1st year of service	52	68543
2nd year of service and thereafter	55	70425
Packing Section and Sheds 68-72 Commercial Services Group		
1st year of service	49	66682
2nd year of service and thereafter	51	67853
Section O.I.C. (Areas) Commercial Services Group		
1st year of service	41	62088
2nd year of service and thereafter	43	63196
Packing Section and Sheds 68-72 Commercial Services Group		
1st year of service	39	60896
2nd year of service and thereafter	40	61399
Assistant Inspector of Packing and Quality Control, Commercial Services Group	56	71084
Inspector of Packing and Quality Control, Commercial Services Group	59	73176
Controller of Order Processing, Commercial Services Group	59	73176
Stores Controller, CMA	46	64779
Assistant Stores Controller, CMA	40	61399
Chief Stores Officer, Government Motor Garage		
1st year of service	46	64779
2nd year of service	48	66003
3rd year of service and thereafter	49	66682

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

Surveyors, Trigonometrical Surveyors and Cartographic Surveyors, Various Departments		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Grade I		
1st year of service	50	67330
2nd year of service	56	71084
3rd year of service	63	76191
4th year of service	70	81592
5th year of service and thereafter	76	86430
Grade II		
1st year of service	82	91641
2nd year of service	86	95171
3rd year of service	89	98129
4th year of service and thereafter	92	100982
Grade III		
1st year of service	97	106378
2nd year of service	100	109682
3rd year of service	104	113859
4th year of service and thereafter	107	117343
Grade IV		
1st year of service	112	123229
2nd year of service	115	126843

3rd year of service and thereafter	117	129360
Grade V		
1st year of service	121	134667
2nd year of service and thereafter	123	137319

## Technical Officers (Engineering) Determination No.803 of 1983

Technical Officers (Engineering)		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Grade 1		
1st year of service	48	66003
2nd year of service	51	67853
3rd year of service	54	69733
4th year of service	56	71084
5th year of service	59	73176
Grade 2		
1st year of service	64	76931
2nd year of service	66	78495
3rd year of service	68	79877
4th year of service	70	81592
Grade 3		
1st year of service and thereafter	77	87169
Senior Technical Officer		
Grade 1		
1st year of service	75	85488
2nd year of service	77	87169
3rd year of service	80	89855
Grade 2		
1st year of service	83	92535
2nd year of service	86	95171
Grade 3		
	90	99102

## Technical Surveyors, All Departments Agreement No. 2494 of 1986

Technical Surveyors, All Departments		
Classification and Grades	Commo Salary Point	1.7.19 Per annum 2.50% \$
Assistant Technical Surveyors		
1st year of service	2	28101
2nd year of service	5	33358
3rd year of service	7	37835
4th year of service	11	45762
5th year of service	17	49322
6th year of service	20	50667
7th year of service	23	52810
8th year of service	25	53767
9th year of service	28	55102
10th year of service	32	57141
11th year of service	36	59211
12th year of service	40	61399
13th year of service	46	64779
14th year of service	49	66682
15th year of service	52	68543



16th year of service	55	70425
Officer with HSC at 19 paid not less than	9	42871
Technical Surveyor Grade 1		
1st year of service	58	72418
2nd year of service	61	74603
3rd year of service	64	76931
4th year of service	67	79297
Grade 2		
1st year of service	73	83968
2nd year of service	76	86430
3rd year of service	80	89855
4th year of service	83	92535
Grade 3		
1st year of service	88	97152
2nd year of service	91	100056

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

Technician (Security Services) - Department of Education and Training		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Grade 1		
Year 1	59	73176
Thereafter	60	73855
Grade 2		
Year 1	62	75306
Thereafter	63	76191
On call allowance (per week)	-	276.55

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

Timekeepers and/or Storekeepers, Various Departments (other than State Dockyard)		
Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
Timekeeper and/or Storekeeper Grade I		
1st year of service	34	58144
2nd year of service	37	59777
Grade II		
1st year of service	39	60896
2nd year of service	42	62576
Assistant to Supervisory Timekeeper On Appointment	43	63196
Special Grade		
1st year of service	45	64285
2nd year of service	46	64779

Tracers, Various Departments Agreement No.2192 of 1975

Tracers, Various Departments
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Classification and Grades	Common Salary Point	1.7.19 Per annum 2.50% \$
General Scale		
1st year of service or under 17	2	28101
2nd year of service or 17	4	31366
3rd year of service or 18	6	35595
4th year of service or 19	8	40429
5th year of service or 20	10	45347
6th year of service or 21	17	49322
7th year of service	19	50240
8th year of service	23	52810
9th year of service	25	53767
Grade 1		
1st year of service	26	54204
2nd year of service	28	55102
Grade 2		
1st year of service	31	56592
2nd year of service	33	57603
Grade 3		
1st year of service	35	58615
2nd year of service	37	59777
Grade 4		
1st year of service	39	60896
2nd year of service	40	61399

P. M. KITE, *Chief Commissioner.*

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## MISCELLANEOUS WORKERS HOME CARE INDUSTRY (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 288380 of 2018)

Before Chief Commissioner Kite

13 February 2019

### REVIEWED AWARD

### PART A - CONDITIONS

#### 1. Arrangement

#### PART A - CONDITIONS

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Contract of Employment
3A.	Secure Employment
4.	Hours of Work
5.	Wage Rates
6.	Composite Rates
7.	Part-time Employment
8.	Casual Employment
9.	Shift Allowances
10.	Saturday and Sunday Work
11.	Payment of Wages
11A.	Union Dues
12.	Rest Periods
13.	Sleep Over
14.	Client Cancellation
15.	Overtime
16.	Meal Money
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18.	Public Holidays
19.	Annual Leave and Loading
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21.	Personal Carer's Leave
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24.	Parental Leave
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26.	Union Business
27.	Work Clothes and Equipment
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30.	Training
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33.	Anti-Discrimination

- 34. Disputes Procedure
- 35. Form of 'Agreement in Writing'
- 36. Savings
- 37. Salary Packaging
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## PART B

### MONETARY RATES

Table 1 - Wage Rates

Table 2 - Other Wage Rates

Table 3 - Other Rates and Allowances

### APPENDIX A - GUIDELINES FOR GRADING

#### 2. Definitions

- (i) 'Agreement in writing' means in the form provided in clause 35, Form of Agreement in Writing.
- (ii) 'Average weekly hours' means the specified minimum number of contract hours or the average number of ordinary hours actually worked, whichever is the greater.
- (iii) 'Broken shift' means when an employee works two or more engagements on the same day, each engagement separated by a non-working period.
- (iv) 'Casual employee' means an employee engaged and paid as such but shall not include employees working 38 ordinary hours per week and shall not include part-time employees and shall be engaged pursuant to clause 8, Casual Employment, of this award.
- (v) 'Client' means the person who requires the home care service.
- (vi) 'Day' means a period of 24 consecutive hours.
- (vii) 'Engagement' means time on the job with the client/s joined by the time taken to travel between clients, meal breaks, crib breaks and rest periods, including overtime worked continuously after the engagement.
- (viii) 'Full-time employee' means a weekly employee engaged to work an average of 38 hours per week.
- (ix) 'Ordinary hours' means the usual rostered hours of the employee.
- (x) 'Part-time employee' means an employee engaged by the week who is required to work a number of ordinary hours each week less than the 38 ordinary hours prescribed for full-time employees.
- (xi)
  - (a) 'Pro rata sick leave' means, for the first 9 months of service, the accumulation of sick leave using the following calculation:

$$\frac{\text{Average weekly hours per month} \times 8}{38}$$

- (b) 'Pro rata sick leave' means, after 12 months service, the accumulation of sick leave using the following calculation:

$$\frac{\text{Average weekly hours per month} \times 76}{38}$$

- (xii) 'Residence' means place of abode.
- (xiii) 'Union' means The Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch.
- (xiv) 'Week' means not more than 38 ordinary hours worked in not more than five days in any seven consecutive day period.
- (xv) 'Weekly employee' means an employee engaged and paid by the week or fortnight.

### **3. Contract of Employment**

- (i) An employee may be engaged as a full-time, part-time or casual employee.
- (ii) Employees other than casuals shall be employed by the week and their engagement shall be terminated by a week's notice on either side to be given at any time during the week or by the payment or forfeiture, as the case may be, of a week's wages in lieu thereof.

Provided that where an employee leaves without giving notice the employer may deduct, from monies owing, that part of notice not given.

- (iii) Where a full-time or part-time employee has no prior engagement with the employer as a casual, then during the first two weeks' employment they may be terminated on one hour's notice. Casual employees who are subsequently engaged as full-time or part-time employees may be terminated on one hour's notice during the first week. The short periods of notice of termination shall apply in respect of both an employer terminating employment and an employee resigning from employment.
- (iv) Notwithstanding the provisions of this clause the employer or the employer's representative shall have the right to terminate an employee at any time for refusal of duty, malingering, inefficiency, neglect of duty or misconduct and shall be liable only for payment up to the time of dismissal.
- (v) The employment of a casual employee may be terminated by one hour's notice.
- (vi) On the termination of employment the employer shall, at the request of the employee, give to such employee a statement by the employer stating the period of employment, the class of work employed upon and when the employment terminated.

### **3A. Secure Employment**

- (a) Objective of this Clause

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

- (b) Casual Conversion

- (i) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this Award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to permanent full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (ii) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award 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.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Workplace Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
    - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
    - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or

services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
  - (1) consult with employees of the labour hire business and/or contract business regarding the workplace health and safety consultative arrangements;
  - (2) provide employees of the labour hire business and/or contract business with appropriate health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
  - (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) 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*.

(d) Disputes Regarding the Application of this Clause

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

- (e) 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.

#### 4. Hours of Work

- (i) The ordinary hours of work, exclusive of meal times, shall not exceed 8 hours per day nor 38 hours per week, provided that ordinary hours may be a maximum of 10 hours per day by agreement in writing between employer and employee. Such hours shall be worked in no more than five days in any seven consecutive day period within the spread of hours of 7:00am to 8:00pm.
- (ii) As required by the employer, an employee shall start and cease work on the job at the commencing and finishing times within which the ordinary hours shall be worked and shall transfer from client to client as directed by the employer. An employee transferred from one client to another during a day shall be paid for the time occupied in travelling in accordance with the provisions of subclause (ii) of clause 29, Travel Allowance and Travel Time.
- (iii) An unpaid period of not less than 30 minutes nor more than one hour shall be allowed for meals to employees who continuously work 5 hours or more in each day.
- (iv) As far as possible the employer shall fix the time of duty in a flexible way to meet the needs of the client and the employee.

#### 5. Wage Rates

Employees of the classifications herein set out shall be paid not less than the minimum rates as set out in Table 1 - Wage Rates, of Part B, Monetary Rates.

The rates of pay in this award include the adjustments payable under the State Wage Case of 2010. These adjustments may be offset against:

- (a) any equivalent overaward payments; and/or
- (b) award wage increases since 29 May 1991, other than safety net, State Wage Case, and minimum rates adjustments.

Upon being employed, employees shall be graded into one of the following grades:

- (i) Field Staff Grade 1 - Field Staff Grade 1 shall mean a person without previous relevant experience in personal care delivery. This is a trainee level which applies to new employees. The employer shall provide training. At the end of a maximum period of six months or 250 hours employment, employees who have satisfactorily completed the requirements of Grade 1 shall progress to Grade 2.

Should an employee at this Grade 1 level not satisfactorily complete the requirements of Grade 1, he/she shall be notified in writing by the employer two weeks prior to the date which he/she would have proceeded to Grade 2.

An employee may seek the assistance of the union during these discussions and if there is a disagreement between the parties as to the employee's future, the matter shall be resolved as per clause 34, Disputes Procedure.

Nothing contained in this clause shall be taken to detract from the employer's right under clause 3, Contract of Employment.

A Field Staff Grade 1 shall work under general supervision.

Notwithstanding the above employees who choose only to carry out general housekeeping duties and are not prepared to multi-skill shall be paid at this grade.

- (ii) Field Staff Grade 2 - Field Staff Grade 2 shall mean a person who satisfies the requirements of Grade 1 and has progressed to Grade 2.

An employee at this level shall be competent in carrying out simple personal care, housekeeping and tasks relevant to assisting clients to maintain their independence in their own homes.

Optional training shall be provided to employees at the request of the employee to equip employees to apply for positions at Grade 3.

Field Staff Grade 2 employees may be required to perform complex tasks required of a grade 3 employee from time to time, within their competence, and shall be paid at the rate for Field Staff Grade 3 whenever such duties are performed for periods in excess of 5 hours per week.

- (iii) Field Staff Grade 3 - Field Staff Grade 3 shall mean a person who performs the duties of a Field Staff Grade 2 and is required to directly attend to the client's needs, as opposed to assisting the client to do for himself/herself because of the client's behaviour or the clients' condition and/or household environment.

Grade 3 employees will be involved in on-the-job training of Field Staff where required.

- (iv) Live-In Houseworker -

- (a) The terms and conditions contained in the clause shall be in substitution for and not cumulative upon the following clauses of the Award.

Clause Number	Subject
4	Hours of Work



10	Saturday and Sunday Work
15	Overtime
18	Public Holidays

- (b) In respect of persons not permanently appointed as Live-in House workers, in so far as clause 19, Annual Leave and Loading, and clause 20, Sick Leave, are concerned, hours worked under this clause shall be limited to eight hours of every 24 for calculation purposes.
- (c) Live-in Houseworker shall mean an employee who would normally live at the client's premises for a period in excess of 48 hours and shall be graded as follows:
- (1) Live-in Houseworker - Grade 1 is an employee employed to perform general housekeeping duties only. General housekeeping means preparing meals, cleaning, laundry, shopping and household duties of a like nature and handyperson work within the skill competence and training of the employee and excludes any personal care.
  - (2) Live-in Houseworker/Carer - Grade 2 is an employee employed to perform general housekeeping duties as defined in Grade 1 and personal care grade 2 as described in Appendix A.
  - (3) Live-in Houseworker/Carer - Grade 3 is an employee employed to perform general housekeeping duties as defined in Grade 1 and personal care grade 2 and 3 as described in Appendix A.
- (d) Wages - Weekly Rates
- (1) Live-In Houseworker - Grade 1
 

The total weekly remuneration for a Live-in Houseworker Grade 1 shall be calculated as follows:

Weekly Rates for a Field Staff Worker Grade 1  
+ All Incidents Loading = Total Weekly Rate

The All Incidents Loading for a Live-in Houseworker Grade 1 is calculated by obtaining 30% of the relevant weekly rate.

The All Incidents Loading of 30% takes into account all incidents of employment inherent in the work and conditions of employment of Live-in Houseworkers, including but not limited to, the requirement to reside at the client's premises. Such tasks that are required to be performed by the employee will be performed at times of the day which are mutually agreed between the employer and the employee.
  - (2) Live-In Houseworker/Carer - Grade 2
 

The total weekly remuneration for a Live-in Houseworker/Carer Grade 2 shall be calculated as follows:

Weekly Rates for a Field Staff Workers Grade 2  
+ All Incidents Loading = Total Weekly Rate

The All Incidents Loading for a Live-In Houseworker/Carer Grade 2 is calculated by obtaining 40% of the relevant weekly rate. The All Incidents Loading of 40% takes into account all incidents of employment inherent in the work and conditions of employment of Live-In Houseworkers, including but not limited to, the requirement to reside at the client's premises. The employee will normally perform

duties at times of the day which are mutually agreed between the employer and employee.

(3) Live-In Houseworker/Carer - Grade 3

The total weekly remuneration for a Live-in Housekeeper/Carer Grade 3 shall be calculated as follows:

Weekly Rates for a Field Staff Worker  
+ Special Loading + All Incidents Loading = Total Weekly Rate.

The Special Loading is calculated by obtaining 3.5% of the relevant weekly rate. The special loading is in recognition of all factors, including but not limited to, the special pressures, responsibilities and climate inherent in the work of a Live-in Houseworker Grade 3.

The All Incidents Loading is calculated by obtaining 50% of the sum of the relevant weekly rate plus the Special Loading. The All Incidents Loading of 50% takes into account all incidents of employment inherent in the work and conditions of employment of Live-in Houseworkers, including but not limited to, the requirement to reside at the client's premises and to perform work, and be available for the performance of work at all such times of the day as the job and the client's needs may require.

(e) Wages - Daily Rates

(i) Part Time Employees - The daily rate for a Live-In Houseworker/Carer (any grade) shall be calculated as follows:

$$\frac{\text{Appropriate Weekly rate for Live-In Houseworker}}{5} = \text{daily rate}$$

Provided that by mutual agreement up to three employees may be engaged as a Live-In Houseworker (any grade) per client.

For the purpose of this subclause a day shall be defined as a period of 24 consecutive hours.

The minimum payment for work done under this subclause shall be two days at the daily rate. Thereafter the minimum payment will be at the daily rate.

(ii) Casual Employees

The casual rate for a Live-In Houseworker (any grade) shall be calculated as follows:

$$\frac{\text{Appropriate Weekly rate for Live-In Houseworker} + 25\%}{5} = \text{daily rate}$$

For the purpose of this subclause a day shall be defined as a period of 24 consecutive hours.

The minimum payment for work done under this subclause shall be one day at the daily rate.

Work performed under this subclause shall be for relief and temporary and emergency purposes only.

- (f) Time Off -
- (i) After each five consecutive days of duty, a Live-in Houseworker shall be entitled to two consecutive days off.
- Provided that
- (1) Such days may accumulate to a limit of six and in any case must be taken at the conclusion of such service.
- (2) Where it is mutually agreed between the employer and the employee that under special circumstances the days of duty should continue, such days may accumulate to a limit of eight to be taken at the conclusion of such service.
- Provided that the Live-in Houseworker shall continue to receive the normal weekly wage during such days off.
- (g) Full Time Live-in Houseworker -
- (i) In the event of work appropriate to a Live-in Houseworker under this clause not being available, a Live-in Houseworker can be required to undertake work performed by other employees covered by this award. Provided that where such work is directed and carried out it shall be paid at the rates and conditions contained in this clause subject to subclause (ii) of this clause.
- (ii) In the event of work not being available under this clause the Secretary or other responsible officer of the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch, will be contacted. During this period of time the Live-in Houseworker will not suffer any reduction in pay. Discussions will commence as soon as possible between the employer and the said Union. From the date of contract with the said Union, the Live-in Houseworker will not suffer any reduction in pay, although such time will be limited to two weeks.
- (iii) Nothing in this subclause shall preclude an employee from applying for that leave contained in this award to which there is an entitlement.
- (h) Commencement and Cessation - Designated commencement of work insofar as place, date and time are concerned shall be calculated by the employer. Designated cessation of work insofar as place, date and time are concerned shall be calculated by the employer. Provided that time spent travelling shall be regarded as time worked.
- (i) Reimbursement of Meals - In the event of whether all or some of breakfast, lunch and dinner is not provided the employer shall reimburse such reasonable amounts for same, upon proof of expenditure.
- (j) Accommodation to be provided free of charge - A live-in houseworker shall not be liable to pay or contribute towards rent, board and lodging, charges, fees, or accommodation costs etc, whilst living at the client's premises. This includes charges for gas, electricity etc.
- (k) Annual Leave - Subject to clause 19, Annual Leave and Loading, and subclause (b) of this clause, a Live-in Houseworker employed and paid as such shall accrue an additional weeks leave for every 12 months of continuous service on a pro-rata basis.

## 6. Composite Rates

- (i) An employer shall pay all employees except live-in houseworkers a composite rate as prescribed below for all work of the employees where the employer chooses to utilise this clause. Where the employer chooses to pay a composite rate, each employee will be informed in his/her letter of appointment that composite rates apply to employment with the employer.
- (ii) The composite rate will be the rate as prescribed in Table 1 - Wage Rates, of Part B, Monetary Rates (which includes an additional 20 per cent loading). The composite rate shall be paid for all hours worked except overtime.
- (iii) This loading will be in substitution for payment of any penalty rates contained in clause 9, Shift Allowances, and clause 10, Saturday and Sunday Work.
- (iv) Overtime shall be paid on the ordinary rate as prescribed in the said Table 1, and not on the composite rate.
- (v) Where an employer wishes to vary the payment system to or from the composite rate structure, all employees will be provided with one month's notice in writing.
- (vi) Where an employer chooses to use a composite rate, employees employed at that date shall not be disadvantaged in relation to having to work outside the normal spread of hours, that is, employees shall not have their hours and times of work re-rostered in a way which disrupts their social and family life.

## 7. Part-Time Employment

- (i) A part-time employee is one who is appointed to work a minimum number of contract hours which are less than 38 per week but which may vary from week to week above that minimum.

A part-time employee shall be given a minimum number of contract hours per week by his/her employer as part of their contract of employment. A part-time employee shall not be paid less than his/her minimum contract hours per week, but may work up to 10 hours extra per week at his/her ordinary hourly rate without the payment of overtime, subject to clause 9, Shift Allowances, and clause 10, Saturday and Sunday work, and clause 15, Overtime.

Provided that, where 7 days' notice is given, an employee may be requested to work up to 38 hours per week.

- (ii)
  - (a) A part-time employee (other than a Live-In Houseworker) shall receive the appropriate hourly rate of pay as set out in Table 1 Wage Rates, of Part B Monetary Rates, for all work performed in ordinary time on any day, Monday to Friday, inclusive. This amount shall be the ordinary hourly rate of pay for part-time employees.
  - (b) A part time Live-In Houseworker shall receive a daily rate as set out in clause 5(e)(i).
- (iii) The hourly rates of pay shall be calculated by dividing the appropriate weekly rate by 38, calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- (iv) Part-time employees shall be entitled to annual leave, sick leave, public holidays and like conditions of this award on a pro-rata basis.
- (v) Part-time employees (other than Live-In Houseworkers) shall be engaged on the following basis:
  - (a) Employees shall have a minimum contract of hours of 10 per week or 20 per fortnight.
  - (b) The minimum payment per engagement shall be one hour.

- (c) Notwithstanding the provisions in paragraph (a) above, where there is a genuine agreement in writing between the employer and employee the minimum contract hours may be reduced.
- (d) Savings: The provisions in paragraph (a) of this subclause shall not apply to existing employees of an employer where:
  - (1) as at the operative date of this award the minimum contract hours worked by the employee are five and less than ten per week or are less than 20 per fortnight, and
  - (2) the employer is unable to re-roster the minimum contract hours of the employee so as to comply with paragraph (a) of this subclause; provided that if additional hours of work become available such existing employees shall be offered those additional hours to the extent necessary to comply with paragraph (a) of this subclause.
- (vi) The average weekly hours worked shall be the specified minimum number of contract hours or the average number of ordinary hours actually worked, whichever is the greater, for the purposes of accrual of annual leave, sick leave, long service leave and bereavement leave.
- (vii) Part time Live-In Houseworkers shall receive a minimum payment of two days at the daily rate as set out in clause 5(e)(i).

### **8. Casual Employment**

- (i) Casual employee means an employee engaged by the hour and paid as such and shall only be used for relief, temporary or emergency work.

'Relief work' covers all hours that would have been worked by another employee but for absence due to any type of leave or other approved absence by that employee.

'Temporary work' means an engagement of less than six weeks where the services required by the client is for less than six weeks.

'Emergency work' means work which could not be covered by a weekly employee because of extenuating circumstances.

- (ii)
  - (a) A casual employee (other than a Live-In Houseworker) shall receive the hourly rate of pay as set out in Table 1 - Wage Rates, of Part B, Monetary Rates plus a casual loading of 20 per cent of the hourly rate of pay.
  - (b) A casual Live-In Houseworker shall receive a daily rate of pay as set out in clause 5(e)(ii).
  - (c) This amount shall be the ordinary hourly rate of pay for casual employees and is inclusive of compensation for annual leave.
- (iii) The hourly rate of pay prescribed in subclause (ii)(a) above shall be calculated by dividing the appropriate weekly rate by 38, calculated to the nearest whole cent, any amount less than a half cent in the result to be disregarded.
- (iv)
  - (a) Casual employees (other than Live-In Houseworkers) shall receive a minimum payment of one hour for each engagement.
  - (b) Casual Live-In Houseworkers shall receive a minimum pay of one day at the daily rate as set out in clause 5(e)(ii).

- (v) A casual employee other than a Live-In Houseworker, notified by his/her employer in accordance with subclause (i) of clause 6, Composite Rates, shall receive the casual rate of pay referred to in subclause (ii)(a) herein, plus the additional 20 per cent loading referred to in subclause (ii) of the said clause 6.

### **9. Shift Allowances**

- (i) An additional allowance of 30 per cent shall be paid for all ordinary hours that fall outside the spread of hours of 7:00 a.m. to 8:00 p.m., Monday to Friday, for the actual time worked outside the said spread of hours.
- (ii) Broken Shifts
- (a) Employees working broken shifts shall be paid an additional amount as set out in Item 1 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates, for each break in the shift worked.
- (b) Periods of work shall be so arranged so that all employees shall have a break of 10 hours in any 24-hour period, unless there is agreement in writing between the employee and the employer, or where the shifts are associated with a sleepover.
- (c) Notwithstanding the provisions in this clause all employees shall have a break of 8 hours in any 24-hour period.

### **10. Saturday and Sunday Work**

- (i) Employees required to work their ordinary hours on a Saturday or Sunday shall be paid at the appropriate rate prescribed in Table 1 - Wages of Part B, Monetary Rates, and in addition shall be paid for all time so worked at the following rates:
- Saturday work - 50 per cent  
Sunday work - 100 per cent
- (ii) The allowances prescribed in this clause shall be in substitution for and not cumulative upon the shift work allowances prescribed in clause 9, Shift Allowances.
- (iii) For the purpose of this clause, the rates prescribed shall apply in respect of ordinary hours of work only and shall apply to all employees including casual employees.

### **11. Payment of Wages**

- (i) All wages shall be paid at least fortnightly by cash, cheque or by direct deposit into the bank account of an employee's choice.
- (ii) The minimum unit of payment of wages shall be by the half hour, e.g. where an employee is directed to work 1 hour and 20 minutes the employee shall be entitled to payment of 1½ hours wages.
- (iii) Wages shall be paid during working hours on a weekday being not more than five days following the end of the pay period. The pay day selected, once agreed, shall not be changed without the agreement in writing of a majority of the employees. In the case of electronic funds transfer payments, wages shall be transferred to the nominated account within 12 hours of the close of business on the nominated pay day.

An employee who is kept waiting for his or her pay beyond the time nominated for such pay to be paid the employee shall be paid at overtime rates for such waiting time until the wages are paid.

Provided that when the employee has not provided the employer with details of time worked at the nominated time, the employer will not be held responsible for delays of payment for work beyond the minimum contract hours.

- (iv) Upon termination, wages due to an employee and any other monetary entitlements shall be paid on the date of termination or forwarded by post on the next working day.

- (v) An employer may deduct from amounts due to an employee such amounts as are authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.
- (vi) On pay days, the employer shall provide for each employee a statement in writing showing the gross salary including overtime and allowances, the amount deducted for taxation purposes, particulars of other deductions and the net amount paid, in accordance with section 123 of the *Industrial Relations Act* 1996, and regulation 15 thereof.

#### 11A. Union Dues

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
  - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
  - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
  - (c) deduction of Union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
  - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee affected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscriptions to employees' membership accounts, provided that:
  - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
  - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where the employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.
- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly, or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who has authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease.

(viii) This clause shall take effect:

- (a) In the case of employers which currently deduct Union membership fees, or whose payroll facilities are carried out by way of an outsourcing arrangement, or whose payroll calculations are made through the use of computerised means, from the beginning of the first pay period to commence on or after 5 February 2004.
- (b) In the case of employers who do not fall within subparagraph (a) above, but who currently make deductions, other than union membership fee deductions or mandatory deductions (such as for taxation instalments or superannuation contributions) from employees' pay, or have in place facilities to make such deductions, from the beginning of the first pay period to commence on or after 5 May 2004.
- (c) For all other employers, from the beginning of the first pay period to commence on or after 5 August 2004.

### **12. Rest Periods**

Each employee shall be allowed two intervals of not more than ten minutes each as rest periods, where such employees work more than four consecutive hours in a day. The intervals shall be part of the time of duty without deduction of pay.

### **13. Sleep Over**

- (i) This clause shall not be used to substitute for or derogate from an employee employed as a Live-In Houseworker as defined in subclause (iv), of clause 5, Wage Rates.
- (ii) An employer shall not require an employee to sleepover at the clients' residence more than five consecutive nights and will only be required to do so for emergency, relief and temporary purposes.
- (iii) An employee who is required to sleep overnight and to be on call for emergencies shall, in addition to the provision of board and lodging for such nights, be paid an allowance a set out in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, provided that, except for time spent on call-out, the on-call period shall not count as time worked for the purpose of annual leave, sick leave or other leave.
- (iv) A sleep over shall not exceed 10 hours per occasion.
- (v) All time spent on call-out shall be paid for as time worked with a minimum payment of one half hour at ordinary time including the shift allowance as provided in clause 9, Shift Allowances, applying to each occasion, subject to the time and purpose of the call and the time spent being appropriate documented for each occasion.
- (vi) When an employee is engaged on sleep over, such sleep over period shall immediately precede and/or follow a shift.

### **14. Client Cancellation**

- (i) Where an employee is given notice before 5:00 p.m. the day before the rostered service was to take place that a client shall not be requiring the service, then no payment shall be made to the employee in respect of that client.
- (ii) Where the employee is given notice after 5:00 p.m. the day before the rostered service or where the employee arrives at the client's home and the client is not there:
  - (a) If the employee can be given another client, then the employee is to proceed to the client within the rostered time on the same day. Where there is an agreement between the employer and employee then re-rostering of the client may take place on another day.



- (b) If the employee cannot be given another client within the rostered time on the same day and the cancelled client stood alone as a single engagement, the employee is to receive a one hour payment regardless of the fact that the engagement has been cancelled.
  - (c) If the employee cannot be given another client within the rostered time on the same day and the cancelled client is part of an engagement, the employee is to be paid for the time that would have been worked to a maximum of one hour.
- (iii) Notwithstanding the provisions of subclauses (i) and (ii) of this clause, if the total hours worked at the end of the fortnight are less than an employee's contract hours, then the contract hours shall be paid.
- (iv) Notwithstanding subclauses (i), (ii) and (iii) of this clause where the employer is unable to meet the minimum contract hours of a full-time or part-time employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
- (a) work shall be re-allocated from casual employees to the part-time or full-time employee; or
  - (b) where possible, the additional hours beyond the contract hours shall be re-allocated from another employee to the employee; or
  - (c) where the employee agrees, the employee may have access to annual leave or long service leave; or
  - (d) the employee and employer may agree to a period of unpaid leave; or
  - (e) failing agreement in paragraph (d) of this subclause, refer to clause 34, Disputes Procedure.
  - (f) Notwithstanding the provisions in paragraphs (a) to (e) of this subclause, inclusive, if after six weeks the client still does not require the service, the employee shall be entitled to the provisions as set out in clause 31, Redundancy.

### 15. Overtime

- (i) Rates of Pay - For all work directed to be done in excess of eight hours per day or ten hours per day where agreed in accordance with subclause (i) of clause 4, Hours of Work, or 38 hours per week, the rates of pay shall be time and a half for the first two hours and double time thereafter, such double time to continue until the completion of the overtime work.

Except as provided in subclause (iii) of this clause, in computing overtime each day's work shall stand alone.

- (ii) Where an employee is paid a composite rate, overtime shall be paid on the ordinary rate as prescribed in Table 1 - Wage Rates, of Part B, Monetary Rates, and not on the composite rate.
- (iii) Return to Duty After Overtime - When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of such employee's ordinary work on one day and the commencement of the employee's ordinary work on the next day that he or she has not had at least ten consecutive hours off duty between those times shall be released after completion of such overtime until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of the employer, such an employee resumes or continues work without having had such ten consecutive hours off duty he or she shall be paid at double rates until released from duty for such period and shall then be entitled to be absent until he or she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (iv) Crib Time - An employee working overtime shall be allowed a crib break of 20 minutes without deduction of pay after each consecutive four hours of overtime worked if the employee continues work after such crib time. Where the period of overtime is more than one and a half hours, an employee before starting overtime after working ordinary hours shall be allowed a meal break of 30 minutes which shall be paid for at the appropriate ordinary rate. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand, provided that the employer shall not be required to make any payments for any time allowed in excess of 30 minutes.
- (v)
- (a) Subject to subclause (b), an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For purposes of subclause (b) what is unreasonable or otherwise will be determined having regard to:
- (1) any risk to employee health and safety;
  - (2) the employee's personal circumstances including any family and carer responsibilities;
  - (3) the needs of the workplace or enterprise;
  - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (5) any other relevant matter.

#### **16. Meal Money**

An employee required to work overtime after 5:00 p.m. for more than two hours without being notified on the previous day or earlier that he or she will be so required to work shall be paid an allowance as set out in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, for the purchase of a meal, except where the employer provides a suitable meal.

#### **17. Meal Breaks**

- (i) No employee shall be required to work more than five hours continuously without a meal break after commencing his or her daily work. Such unpaid period shall consist of not less than 30 minutes nor more than one hour. However, employees may be rostered to have a 20 minute paid crib break in place of the meal break where they are expected to remain with the client during such break.
- (ii) An employee called upon to work during a meal period as prescribed in clause 4, Hours of Work, shall be paid overtime rates for all time so worked and such overtime shall continue to be paid until a meal break is allowed.

#### **18. Public Holidays**

- (i) Employees, other than casual employees, shall be entitled to the following public holidays, without loss of pay, namely:

New Year's Day, Australia Day, Good Friday, and the following Saturday and Monday, Anzac Day, Queen's Birthday, August Bank Holiday, Labour Day, Christmas Day and Boxing Day.

Provided that absence from duty owing to illness or other causes for periods immediately preceding or succeeding such holidays, where application is made for leave and such is approved, will cause the employee no loss of pay for the public holiday or holidays occurring within such period of absence.

- (ii) Payment shall be the amount the employee would have received had the day not been a holiday and he or she had worked thereon for the usual time on such day. Provided that where duties that would have been performed on the day on which the holiday falls are performed on another day in that week in addition to the normal duties which will extend the hours worked, then no payment will be made for the holiday.

Employees working 38 hours a week but not on a Saturday, shall not receive pay if the holiday falls on a Saturday.

- (iii) All time worked on a public holiday shall be paid for at the rate of double time and a half the ordinary prescribed rate.
- (iv) When the client cancels work on a public holiday, the employee shall have the time off with normal pay.
- (v) These rates are in substitution for and not cumulative upon the rates prescribed in clause 9, Shift Allowances and clause 10, Saturday and Sunday Work.
- (vi) Where a full-time employee has a rostered day off or short day off as part of a 38 hour week roster, which falls on a public holiday, the employee and employer shall agree to an appropriate alternative day off. In the absence of agreement, the substituted day shall be determined by the employer, and in any event shall be taken by the employee within 30 days of the public holiday.
- (vii) An employee who is paid a composite rate as set out in Table 1 - Wage Rates, of Part B, Monetary Rates, and is required to work on a public holiday shall be granted equivalent time off at a time to be mutually agreed between the employer and the employee, without loss of pay. Such time off must be taken within 30 days of the holiday or if not taken within 30 days the employee is entitled to the payment prescribed in subclause (iii) of this clause on the ordinary rate as set out in the said Table 1.

#### **19. Annual Leave and Loading**

- (i) The provisions of the *Act* 1944, and/or any Act amending or replacing that Act shall apply.
- (ii) Employees engaged to regularly work their ordinary hours on a rotating roster cycle over any seven days of the week, and who work in excess of 30 weekends in a calendar year, shall be entitled to an additional week's annual leave.
- (iii) Part-time employees whose weekly hours vary during the year shall be entitled to four weeks annual leave paid at their average weekly hours of ordinary time worked during the preceding 12 months.
- (iv) Annual Leave Loading -
  - (a) When annual leave is due and taken, in addition to payment of wages an employee before going on annual leave shall receive a loading of 17.5 per cent of the appropriate ordinary rate of wages prescribed in Table 1 - Wages Rates, of Part B, Monetary Rates.
  - (b) When the employment of an employee is terminated by the employer for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (a) of this subclause for the period not taken.
  - (c) Except as provided in paragraph (b) of this subclause, no loading is payable on the termination of an employee's employment.
  - (d) The loading is not payable on annual leave taken in advance, but will become payable at the time the leave would normally become due.
  - (e) Employees paid a composite rate will receive their composite rate whilst on annual leave in lieu of the annual leave loading referred to above.

## 20. Sick Leave

In the event of an employee becoming sick and unfit for duty and certified as such by a duly qualified medical practitioner, he or she shall be entitled to 76 hours sick leave for each year of service, provided that:

- (i) The entitlement to be paid for absences due to sickness in the first year of employment shall accrue on the basis of eight hours after each month of employment so that the full 76 hours entitlement will have been accrued after nine months' employment. In the second and subsequent year 76 hours will accrue at each anniversary date of employment, with untaken sick leave cumulative to a maximum of five years, namely 380 hours.
- (ii) Employees shall not be entitled to be paid for sick leave for any period in respect of which workers' compensation is paid or payable.
- (iii) Applications for sick leave shall be in writing which may be completed upon resumption of duty.
- (iv) Should an employee be absent from work on account of sickness or accident it shall be necessary for such employee to notify the employer or agent authorised on the employer's behalf, that such absence is due to sickness or accident at least three hours prior to the commencement of normal work, wherever practicable but in any case not later than one hour before the first client. Should an employer require a written statement setting out the nature of the illness, such statement shall be furnished within 48 hours of the commencement of each absence.
- (v) The employer may dispense with the requirement of a medical certificate where the absence does not exceed two days in any year, or where, in the employer's opinion, such requirement is unnecessary. Medical certificates furnished by employees in accordance with this subclause to cover any periods of absence, shall indicate to the employer the nature of the illness suffered by the employee.
- (vi) A part-time employee is entitled to pro rata sick leave on the proportionate basis that the employee's weekly hours bears to 38 as outlined by the formulae provided in subclause (xi) of clause 2, Definitions. The entitlement to pro rata sick leave shall be cumulative to a maximum of five years.

## 21. Personal Carer's Leave

### 1. Use of Sick Leave -

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in 21.1(c)(ii) who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for at clause 20, Sick Leave of the award, 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.
- (b) The employee shall, if required,
  - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
  - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
  - (i) the employee being responsible for the care of the person concerned; and

- (ii) the person concerned being:
  - (a) a spouse of the employee; or
  - (b) a de facto spouse, who in relation to a person, is a person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (e) a relative of the employee who is a member of the same household, where for purposes of this subparagraph:
    - (1) "relative" means a person related by blood, marriage or affinity;
    - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - (3) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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

Where the parties are unable to reach agreement the disputes procedure at clause 34, Dispute Procedure, should be followed.

## 2. Unpaid Leave for Family Purposes -

- (a) 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 21.1(c)(ii) above who is ill or who requires care due to an unexpected emergency.

## 3. Annual Leave -

- (a) An employee may elect, with the consent of the employer 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.
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be inclusive of any shutdown period provided for elsewhere under this award.
- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.
- (d) Personal Carers Entitlement for casual employees -

- (1) Subject to the evidentiary and notice requirements in 21.1(b) and 21.1(d) 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 21.1(c)(ii) of this clause who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.
  - (2) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (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.
4. Time Off in Lieu of Payment for Overtime -
- (a) 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 the 12 months of the said election.
  - (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
  - (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
5. Make-up Time -
- (a) 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.
  - (b) 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), at the shift work rate which would have been applicable to the hours taken off.
6. The provisions of this clause will have no application to employees of bodies established by the Catholic Church to propagate religion.
7. An employee may elect with the employers agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

## **22. Long Service Leave**

See *Long Service Leave Act 1955* and/or any Act amending or replacing that Act.

## **23. Bereavement Leave**

- (i) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave without deduction of pay, on each occasion of the death of a person as prescribed by the said subclause (iii) of this clause.
- (ii) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will provide to the satisfaction of the employer proof of death.

- (iii) Bereavement leave shall be available to the employee in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 21, Personal Carer's Leave, provided that, for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (iv) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (v) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4) and (5) of the said clause 21. In determining such a request the employer will give consideration to the consideration to the circumstances of the employee and the reasonable operational requirements of the business.
- (vi) Bereavement entitlements for casual employees
  - (a) Subject to the evidentiary and notice requirements in 23(ii) 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 21.1(c)(ii) of clause 21, Personal / Carer's Leave.
  - (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
  - (c) 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.

#### 24. Parental Leave

- (1) Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (2) An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:
  - (a) the employee or employee's spouse is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

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

- (3) Right to request
    - (a) An employee entitled to parental leave may request the employer to allow the employee:
      - (i) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
      - (ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
      - (iii) to return from a period of parental leave on a part-time basis until the child reaches school age;
- to assist the employee in reconciling work and parental responsibilities.

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

(c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under 3(a)(ii) and 3(a)(iii) must be recorded in writing.

(d) Request to return to work part-time

Where an employee wishes to make a request under 3(a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(4) Communication during parental leave

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

(i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

(ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

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

(c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

## **25. Right of Entry**

An officer of an industrial organisation of employees, authorised for the purpose by the Industrial Registrar, may enter the premises where members are engaged, in accordance with the provision of Part 7 of the *Industrial Relations Act 1996*.

## **26. Union Business**

(i) An employer of employees whose conditions of employment at any premises are covered by this award must cause a copy of the award to be exhibited at those premises in a conspicuous place readily available to the employees in accordance with section 261 of the *Industrial Relations Act 1996*.

(ii) It is sufficient compliance with subclause (i) of this clause if the latest reprint of the award is exhibited.

## **27. Work Clothes and Equipment**

(i) On request, the employer shall supply, free of charge, two sets of tabards (ie. full body aprons).

(ii) Tabards shall be replaced by the employer on the basis of fair wear and tear.



- (iii) Tabards shall remain the property of the employer at all times and any employee applying for a new issue of any tabards supplied by the employer who fails to return such tabards last issued to him or her shall not be entitled to a new issue without payment therefor.
- (iv) All new employees at time of engagement and all existing employees at the time of the next issue of uniforms may be required to sign an authorisation permitting the employer to deduct the value of uniforms and/or employer property from termination monies if the uniforms and/or employer property is not returned. Employer property is property personally given to an employee and where such property can reasonably be expected to remain in the employee's personal control.
- (v) Where equipment, materials and tools are supplied by the client, the employer shall ensure that they are of reasonable quantity, quality and safety standards.
- (vi) Where an employee is required to work outdoors the employer shall provide a suitable broad-brimmed hat.

### **28. Expenses**

- (i) Employees who are authorised to make business telephone calls on their telephone or a public telephone shall be reimbursed the cost of such calls. Provided that a record of calls and their purpose may be required to be given to the employer with an application for reimbursement, on a monthly basis.
- (ii) No payment shall be made under this clause unless the employer is satisfied that the employee has incurred such expenditure.

### **29. Travel Allowance and Travel Time**

- (i)
  - (a) Where an employee is required to use his or her motor vehicle on official business he or she shall be paid at the rate as set out in Item 4 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, excluding travel from the employee's home to the first place of work and return to home at the end of his or her duties.
  - (b) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties.
  - (c) No payment shall be made under paragraphs (a) and (b) of this subclause unless the employer is satisfied that the employee has incurred expenditure for such travel.
- (ii) Where employees are rostered to work with consecutive clients they shall be paid for the time taken to travel between locations at the rate of three per cent of the ordinary hourly rate per kilometre travelled, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties; provided that this payment shall not be made if the employee is being otherwise paid under this award.

### **30. Training**

An employee may, with the prior approval of the employer, attend conferences, training courses and seminars which are specifically relevant to the employer's business during normal business hours without loss of pay. Employers will not unreasonably withhold approval to attend such courses.

### 31. Redundancy

(i) Application -

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

(ii) Introduction of Change -

(a) Employers duty to notify -

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

Provided that where the award specified in paragraph (a) of subclause (i) of this clause makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employer's duty to discuss change -

- (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (a) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause (a) of this clause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## (iii) Redundancy -

## (a) Discussions before terminations -

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii), Introduction of Change, of this clause, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this paragraph and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (3) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employee.

## (iv) Termination of Employment -

## (a) Notice for Changes in Production, Programme, Organisation or Structure -

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'production', 'programme', 'organisation' or 'structure' in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause.

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.
- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

## (b) Notice for Technological Change -

This paragraph sets out the notice provisions to be applied to terminations by the employer for reasons arising from 'technology' in accordance with subparagraph (1) of paragraph (a) of subclause (ii) of this clause:

- (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

- (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (3) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Act 1944, or any Act amending or replacing either of these Acts.
- (c) Time Off During the Notice Period -
- (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
  - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee leaving during the notice period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Centrelink - Where a decision has been made to terminate employees, the employer shall notify the Commonwealth Employment Service thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Centrelink Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an 'Employment Separation Certificate' in the form required by the Department of Social Security.
- (h) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the 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.
- (v) Severance Pay -
- (a) Where an employee is to be terminated pursuant to subclause (iv) of this clause, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:
    - (1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks

2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

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

- (3) 'Weeks pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and all purpose allowances paid in accordance with this award.
- (b) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (a) of this clause.

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

- (c) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in subclause (a) of this clause if the employer obtains acceptable alternative employment for an employee. Without in any way limiting the generality of the words 'acceptable alternative employment, regard shall be had to:
- (a) the employee's age, education, skills and work experience;
  - (b) the employee's place of residence;
  - (c) the needs of the employer and the nature of the employer's operations; and
  - (d) any other relevant circumstances.
- (vi) Savings Clause - Nothing in this clause shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

### 32. Superannuation

- (i) The subject of superannuation is dealt with by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993*, and the *Superannuation (Resolution of Complaints) Act 1993*, and section 180 of the *Industrial Relations Act 1991 (NSW)*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

The required superannuation contributions will be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

- (ii) Pursuant to section 124 of the *Industrial Relations Act 1996*, the employer shall genuinely consider a request by an employee nominating the Health Employees Superannuation Trust of Australia (HESTA).

### 33. Anti-Discrimination

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

### 34. Disputes Procedure

Subject to the *Industrial Relations Act 1996*, grievances or disputes shall be dealt with in the following manner:

- (i) The employee/s is/are required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and state the remedy sought. This meeting shall take place within a reasonable time period.
- (ii) If agreement is not reached, the matter shall then be referred by the employer to a higher authority (where this exists). 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 (in writing or otherwise) for not implementing any proposed remedy.
- (iii) While the foregoing procedure is being followed, normal work shall continue.
- (iv) If the matter is not settled within a reasonable period of time, it may be referred/notified to the Industrial Relations Commission for settlement by either party.
- (v) The employer may be represented by an industrial organisation of employers and employee/s is/are entitled to be represented by an industrial organisation of employees for the purposes of each step of the procedure.

### 35. Form of 'Agreement in Writing'

For the purpose of this award the following form will satisfy the provision that the agreement between the employer and employee shall be in writing.

#### AGREEMENT

Print Employee's name \_\_\_\_\_ and \_\_\_\_\_  
Print Employer's name and address \_\_\_\_\_  
Voluntarily agree that:  
Date \_\_\_\_\_  
Signature of Employee \_\_\_\_\_ Signature of Employer \_\_\_\_\_

### 36. Savings

No employee shall suffer a reduction in the rate of wages enjoyed by that employee as a result of the implementation of this award.

### 37. Salary Packaging

- (i) Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.
- (ii) Salary packaging shall mean that the employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.
- (iii) The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this award and shall be subject to the following provisions:
  - (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
  - (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
  - (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
  - (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of changes to the operation of legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
  - (e) prior to entering into any salary packaging agreements, the employee will be given the opportunity by the employer to seek independent advice in respect of salary package arrangements including advice from the union;
  - (f) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to whichever is the higher of:
    - (i) the ordinary time rate of pay that applied to the employee prior to the commencement of the salary packaging agreement; or

- (ii) the applicable rate specified in Table 1 - Rates of Pay of Part B, Monetary Rates, of this award.
- (g) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- (h) Superannuation Guarantee Contributions will be calculated with reference to the ordinary time rate of pay the employee would have been entitled to receive but for the salary packaging arrangement;
- (i) any allowance, penalty rates, overtime, payment for unused leave entitlements shall be calculated by reference to the ordinary time rate of pay which would have applied to the employee but for the salary packaging arrangement.
- (j) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

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

- (i) This award shall apply to all persons within the jurisdiction of the Domestic Workers &c (State) Conciliation Committee engaged by an organisation in or in connection with the provision of home care services, to perform domestic work in private residences and furthermore, this award shall apply to persons engaged in or in connection with the provision of home care services who perform domestic work in private residences where the occupant of the residence is funded by one or more government and/or non-government:
  - (1) agencies;
  - (2) insurance funds;
  - (3) trusts;
  - (4) companies;
  - (5) statutory corporations;
  - (6) superannuation;
  - (7) or like fund;

where the purpose of such funding is to fund or subsidise the service or services performed and such funding may be in the form of reimbursement or payment of subsidies, allowances, fees, wages, damages, awards (from the date such damages or awards are adjudged) or other like assistance given to or on behalf of the client or service provider. Without in any way limiting the generality of the words 'domestic work' it shall include cleaning, child minding, gardening, handy work, cooking, laundry, shopping, housekeeping, personal attendant and general up keeping services.
- (ii) Except: This award shall not apply to:
  - (a) persons (other than persons employed by a home care service) employed in ambulance work, hospitals, mental hospitals, nursing homes, hostels, retirement villages, aged care hostels and other like institutions;
  - (b) persons (other than persons employed by a home care service) employed in or by hostels, accommodation support services or community residential units where their function is to assist in the provision of care and training in daily living skills, personal development, socialisation and recreation for disabled persons;



- (c) persons employed in providing home care services to clients in private residences, where such employees are employed by, and such services are run as an adjunct to a retirement village, nursing home, hostel, accommodation support service or community residential unit, where the traditional primary role of such institutions or services was not to provide home care services;
  - (d) persons employed in or by a nursing home, hostel, retirement village, accommodation support service or community residential unit where such employees may be required to cross service clients within the scope of the employer's business (e.g., St. John's Nursing Home providing personal care services to clients who live at St. John's Retirement Village);
  - (e) persons employed by a service whose primary function is to provide respite care services;
  - (f) persons employed under the Community Services (Home Care Service of NSW) Field Staff Award 1992;
  - (g) persons employed by the occupant of the residence, where such employment is inconsistent with subclause (i) of this clause.
- (iii) Further excepting that the provisions of paragraph (d) of subclause (iv) Live-In Houseworker of clause 5, Wage Rates, shall not apply to Live-In Houseworkers employed by Paraquad of 33-35 Burlington Road, Homebush, New South Wales, until 30 August, 1995.

This award rescinds and replaces the Miscellaneous Workers Home Care Industry (State) Award published 4 August 2000 (317 I.G. 618), and award reprinted 27 January 2012 (372 I.G. 490) as varied, and the Miscellaneous Workers - Home Care Industry (State) Wages Adjustment and Allowances Award published 1 November 1996 (295 I.G. 675), as varied.

This award shall take effect from the beginning of the first full pay period to commence on or after 15 December 1999 and shall remain in force thereafter for a period of 12 months.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 31 August 2007.

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

## PART B

### MONETARY RATES

**Table 1 - Wage Rates**

Classification	Former rate per week effective from first full pay period commencing on or after 16 December 2017 \$	2018 SWC 2.5%  \$
Field Staff Grade 1	777.80	797.20
Field Staff Grade 2	808.00	828.20
Field Staff Grade 3	855.60	877.00
Live-in Houseworker Grade 1	1011.20	1036.50
Live-in Houseworker Grade 2	1131.20	1159.50
Live-in Houseworker Grade 3	1328.20	1361.40

**Table 2 - Other Wage Rates**

Rate	Field Staff	Field Staff	Field Staff
	Grade 1 \$	Grade 2 \$	Grade 3 \$
Part-time minimum daily payment - hourly rate	21.00	21.80	23.10
Casual per hour includes 20% loading	25.20	26.20	27.70
Composite per hour includes 20%	25.20	26.20	27.70
Composite casual per hour includes 20% plus 20%	29.40	30.50	32.30

**Table 3 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Amount \$
1	9(ii)	Shift Allowance	9.50 for each break in the shift
2	13(iii)	Sleep Over Allowance	48.50 per night
3	16	Meal Money (overtime)	12.10
4	29(i)(a)	Vehicle Allowance	0.88 per kilometre

**APPENDIX "A" - GUIDELINES FOR GRADING****Grading Work**

When determining the grade of tasks which an employee will perform in a household, the employer/employee will need to establish:

the tasks which are to be performed - personal care, housework, handyperson work, etc.

the likely impact on the worker, or the work to be performed, from any household factors - including behaviour, exhibited by the client or another household member

If Personal Care tasks are to be performed, refer to the graded lists to identify whether the work is Grade 3 or Grade 2.

Grade 3 Personal Care work requires a Grade 3 worker. Grade 2 Personal Care work requires a Grade 2 worker.

**Personal Care**

All personal care tasks have been graded either as Grade 3 or Grade 2.

The criteria used for grading personal care tasks, is detailed below.

Level of assistance needed (Grade 2 tasks involve some assistance to the clients, Grade 3 tasks involve a high degree or total assistance)

Who is responsible (is the client/carer responsible or is the worker responsible)

Bodily intrusion

Grade 3 Personal Care Grade 2 Personal Care

	Grade 3 Personal Care	Grade 2 Personal Care
Showering/ Bathing	Showering/Bathing adults and children with severely limited/uncontrollable body movements. Total bed bath/sponge where there is severely limited/uncontrollable movements or serious comfort/health consideration	Assisting client to shower/bath self or totally showering/bathing client. Replacement employees except where client has severely limited/uncontrollable body movements.  Assisting with mobility or transferring to and from shower/bath except with clients who have severely limited/uncontrollable body movements.  Assisting or transferring client to commode chair except where client has severely limited/uncontrollable body movements.  Supervising children's bath  Bathing a baby  Total bed bath/sponge - exceptions Grade 3
Toileting	Assisting in placement, removal, emptying, care and cleaning of sheaths and leg baths  Assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site  Changing or assisting with urinary diversion - colostomy and drainage bags  All bowel management except changing babies nappies and toileting children  Continual caring of someone with bowel incontinence including washing person changing bowel incontinence pads  Responsibility for sterilising glass catheters for people using intermittent catheters	Helping people to the toilet  Assisting people to use the toilet by loosening clothing  Assisting client to change own incontinence and sanitary pads  Changing clients urinary incontinence pads  Assisting clients with bottles  Assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements  Changing babies, nappies, toileting children
Menstrual Care	Changing tampons and sanitary pads	Assisting with menstrual care
Skin Care	Changing dressings on pressure areas, ulcers, burns, wounds, cuts and grazes.  Application of treatment creams to genital area	All skin care e.g. application of cream, rubbing pressure areas with lotions

Nasal Care	Cleaning noses	
Grooming	All dressing/undressing where there are severely limited/uncontrollable body movements	All hair care Limited care of nails Shaving: Where there are uncontrollable body movements use electric razors only All other shaving - electric razors recommended All dressing/undressing or assistance with dressing/undressing except where there is severely limited/uncontrollable body movements
Oral Hygiene		Assisting client with their own care of teeth or dentures Care of teeth and dentures for the client by using tooth brush/tooth paste/oral solutions only
Oral Medication		Assisting client with or administering liquid medicines, pills, powders, nose and eye drops
Medication	Suppositories	
Transferring/ Mobility	Assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing Using mechanical aids to lift and transfer clients Assisting client with transfers/mobility where: Client can offer limited/no assistance with weight bearing Particularly careful handling is required because of the client's health/disability Some lifting or physically awkward movement is involved for staff in the transfer/mobility	Transferring client in and out of bed/chair. Care and assisting with mobility - exceptions see Grade 3 Assisting clients to turn or sit up - exceptions Grade 3
Fitting of Aids/Appliances		Such as splints and callipers
Therapy	Assisting with therapy in any of the following circumstances: high degree of assistance is involved field staff have total responsibility because client is unable to take	Assisting with therapy in any of the following circumstances: low level of assistance is involved carer/therapist is on site of clients is able to take responsibility

	responsibility for the therapy and carer/therapist is not on site specialised training/knowledge is required	for the therapy or carer/therapist is on site simple instructions required rather than specialised training/knowledge
Assistance with Eating	Assisting with eating where a risk of choking, vomiting or other eating difficulty is involved	Assisting where there are no eating difficulties

#### Other Assistance (Not Grade 3 Personal Care Tasks)

When determining the grading for tasks other than Grade 3 Personal Care the employer/employee will need to consider the following:

What is the likely impact on the worker, or the work to be performed from any household factor - including behaviours exhibited by the client or another household member.

Examples of household factors which will have a significant impact on the work/worker:

restless, wandering behaviour;

verbal abuse, aggression;

hearing or speech impairment which seriously affects communication;

extreme stress present due to household member with acute/terminal illness loss/bereavement;

households where children have been notified to FACS as At Risk;

households where adults are at risk of abuse;

domestic violence;

where there is a severe allergy which requires additional care with the tasks.

The more pronounced the impact of household factors on work, the higher the level of interpersonal skills required of the worker.

#### Grading Personal Care Task

Examples of Grading Personal Care with respect to the following criteria:

Level of assistance needed (Grade 2 tasks involve some assistance to the clients, Grade 3 tasks involve a high degree or total assistance)

Who is responsible (is the client/carer responsible or is the field staff responsible)

Bodily intrusion

Example - Grade 3 Personal Care

Providing total bowel care for a severely disabled client while their carer leaves for a break. Analysis of the task according to the factors above:

Total assistance

Worker totally responsible while carer is away

Bodily intrusion

## Example - Grade 2 Personal Care

Assisting client to wash and dry their own hair. Analysis of the task according to the factors above:

Some assistance

Client is responsible

No bodily intrusion

## Grading Client Behaviour

Examples of Grading with respect to client behaviour:

Level of interpersonal skills required by worker

## Examples - Grade 3

- A Providing housekeeping assistance to a disabled client who displays aggressive behaviour and who is often verbally abusive.

Worker will need advanced level of interpersonal skills to be able to perform the tasks, for example: assertiveness skills to deal with the aggression and abuse - knowledge of the clients condition and understanding of the effect on the clients behaviour - negotiating skills to request assistance or change arrangements, if necessary.

- B. Assisting disabled adult female to shower, wash her hair and dress. Severe arthritis impairs the clients ability to assist. The worker cooks tea for the client in the evening, the client can feed herself. However, the client often experiences severe depression which results in her becoming withdrawn and passive.

The impact of the client's condition on the work or worker is likely to be moderate to pronounced as the work may take longer to perform and be more difficult for the worker because of the client's passivity and depression.

Worker will need advanced level of interpersonal skills to be able to direct the client or to carry out tasks on own initiative at times when the client is depressed - to be sensitive to the clients behaviour and have advanced listening skills and empathy with the client.

## Examples - Grade 2

- A. Providing activities for a blind adolescent girl. The worker will be following a plan which has previously been discussed and outlined.

- B. Providing housekeeping assistance to an elderly woman who has severe asthma and heart problems.

The impact of the work or worker is slight to moderate, depending on the clients health stability. The worker would need basic interpersonal skills, e.g. ability to respond in a crisis.

NOTE: Where there exists a dispute in relation to the grading of work refer to clause 34, Disputes Procedure.

P. M. KITE, *Chief Commissioner*

**CROWN EMPLOYEES (NSW DEPARTMENT OF FINANCE,  
SERVICES AND INNOVATION - GRAPHIC SERVICE OPERATORS)  
AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 287023 of 2018)

Before Chief Commissioner Kite

10 December 2018

**REVIEWED AWARD**

**PART A**

**Arrangement**

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5.	General Employment Conditions
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5.2	Shift Transfer
5.3	Ten-hour Shift - Conditions
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PART B

MONETARY RATES

Table 1 - Rates of Pay

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

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

Appendix 3 - Graphic Service Operator Shift Supervisor Training Programme

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

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

### 1. Definitions

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

"Secretary of Treasury" means the employer for industrial purposes, as established under the *Government Sector Employment Act 2013*.

"Department" means the NSW Department of Finance, Services and Innovation as specified in Schedule 1 of the *Government Sector Employment Act 2013*.

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

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

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

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

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

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

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

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

"Secretary" means the Secretary of the NSW Department of Finance, Services and Innovation.



## 2. Parties

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

The Secretary of Treasury, employer for industrial purposes under the *Government Sector Employment Act 2013*, the Department of Finance, Services and Innovation, the Australian Manufacturing Workers Union and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales and shall be binding upon the Secretary of Treasury, the Department and all employees as defined by the award.

## 3. Title of Award

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

## 4. Intention

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

Schedule A specifies the award provisions that this award replaces.

### 4.1 Objectives of Award

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

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

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

### 4.2 Quality Assurance

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

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

## 5. General Employment Conditions

### 5.1 Hours of Work

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

every four weeks. Rostered days off are to be taken with the mutual consent of both the Department through the Manager, Graphic Services and employees and may be accumulated to a maximum of five rostered days off.

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

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

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

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

## 5.2 Shift Transfer

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

## 5.3 Ten-hour Shifts - Conditions

### General

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

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

1. Sick Leave

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

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

2. Public Holidays

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

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

3. Recreation Leave

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

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

4. Extended Leave and Sick Leave

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

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

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

5. Meal Breaks

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

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

6. Implementation and Alteration to Rosters

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

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

Green copy - Appropriate work team

## Original - Appropriate Shift Supervisor

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

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

## 7. Duration of Rosters

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

## 8. Alteration/Termination of Roster

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

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

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

## 5.5 Classification Title and Description

## 1. Classification Title

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

Indentured Apprentices and Trainees

Graphic Service Operator Class 2

Graphic Service Operator Class 1

Graphic Service Operator - Shift Supervisor.

## 2. Classification Description

Graphic Service Operator Class 2

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

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

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

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

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

TAFE NSW Associate Diploma in Photography or equivalent

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

Relevant Australian Qualifications Framework (AQF) Certificate III or higher

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

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

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

3. Graphic Service Operator Class 1

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

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

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

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

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

TAFE NSW Associate Diploma in Photography or equivalent

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

Relevant Australian Qualifications Framework Certificate III or higher.

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

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

4. Graphic Service Operator - Shift Supervisor

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

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

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

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

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

TAFE NSW Associate Diploma in Photography or equivalent

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

Relevant Australian Qualifications Framework Certificate III or higher Equivalent qualifications

#### 5.6 Job Evaluations - Position Descriptions

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

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

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

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

#### Transition Committee

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

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

If agreement cannot be reached in this Committee, the Secretary will facilitate a resolution.

#### 5.7 Employment Security

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

#### 5.8 Training, Education and Skills Level Progression

##### 1. General

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

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

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

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

The reimbursement of 100% of the course fees on successful completion of study for employees undertaking tertiary or vocational studies that relate directly to the position occupied. Where a Manager considers that the study does not relate directly to the position but will be beneficial to the organisation, and approves reimbursement of fees upon successful completion, this may be within the range of 50% to 100%. The Secretary or his/her delegate will determine any appeal relating to decisions concerning payment of course fees;

A commitment to the provision of external training programs;

Implementation of a Performance Development Program;

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

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

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

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

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

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

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

Job rotation;

Secondments;

Participation in work forums;

Placements in other organisations with the agreement of the officer;

Mentor and coaching programs;

Attendance at conferences and seminars;

Employee exchange programs with the agreement of the officer.

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

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

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

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

Furthermore, the parties agree to an ongoing commitment to the implementation of the national training reform agenda, that is, the promotion and implementation of the public services training

package through the NSW Public Sector Industry Training Advisory Body (PSITAB). This includes embracing the development of a National Competencies training project, encompassing:

Registration of current Workplace Trainers and Assessors with the PSITAB;  
An increase in the number of Workplace Trainers and Assessors within the Department;

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

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

2. Australian Qualification Training Framework

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

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

3. Multi-skilling within Graphic Services

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

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

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

4. Existing Worker Traineeships

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

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

5.9 Anti-Discrimination

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



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

#### Notes

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

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

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

#### 5A.1 Definition

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

#### 5A.2 Wages

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

## 5A.3 Progression through the Wage Structure

1. School based apprentices progress through the wage scale at the rate of 12 months' progression for each two years of employment as an apprentice.
2. The rates of pay are based on a standard apprenticeship of four years. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school based apprentice undertaking the applicable apprenticeship.
3. Conversion from a school based apprentice to a full time apprenticeship

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

4. Conditions of Employment

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

## 6. Wages and Allowances

## 6.1 Remuneration

The classification shall be set out in Table 1 - Rates of Pay, of Part B Monetary Rates. The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2018) Award or any variation or replacement award.

### Graphic Service Operator Class 2

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

Commencing salary - Grade 2 Level 1 (first year)

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

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

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

### Graphic Service Operator Class 1

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

Commencing salary - Grade 3 Level 1

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

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

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

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

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

#### Graphic Services Operator - Shift Supervisor

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

#### 6.2 Allowances

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

Afternoon shift 20% of the daily rate of pay

Night shift 30% of the daily rate of pay.

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

#### 6.3 Overtime

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

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

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

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

##### 1. State Working Hours Case 2003

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

any risk to employee health and safety

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

the needs of the workplace or enterprise

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

any other relevant matter.

#### 6.4 Deduction of Union Membership Fees

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

### 7. Leave

#### 7.1 General

Leave conditions will be as covered in the *Government Sector Employment Act 2013*, and the *Government Sector Employment Regulation 2014*, *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and policies made thereunder as at the date of making of this award.

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

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

#### 7.3 Leave Loading

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

#### 7.4 Trade Union Training

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

### 8. Consultation, Grievance Procedures

#### 8.1 Employee Representative Body

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

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

#### 8.2 Ongoing Award Review

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

#### 8.3 Introduction of Change

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

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

##### Stage 1 Initial Advice

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

##### Stage 2 Subsequent and Ongoing Advice

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

- (1) An explanation of the nature and scope of the proposed change and the way it will be operated.
- (2) A comparison of the designation, numbers and levels of employees expected to be required with the operation of the equipment or system with similar information in respect of existing employees.
- (3) An outline of the anticipated changes to the work patterns within and beyond the particular work area, i.e. the effect of the changes in the pattern of work both in the Graphic Services area and where appropriate other areas.
- (4) Proposals for training of employees (where necessary), including retraining of existing employees. Proposals in respect of any possible redeployment in respect of subclause 5.7 and redundancy in terms of subclause 5.8. of this award.

- (5) An appraisal of the expected benefits and adverse effects of introducing the change.
- (6) Implications, if any, of the change to occupational health and physical work environment of employees employed in its operation and for any other aspects of quality of working life; and advise on the expected benefits and adverse affects of introducing the change covering quality of working life, service to the community and broad economic implications of introducing the change.
- (7) The proposed rate and timing of introduction of the change.

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

#### Stage 3 Firm Decisions

Once agreement has been reached in Stage 2, the Department will proceed with the purchase requisition or implementation and inform the Unions accordingly. If considered necessary, a copy of the requisition may be made available to the Unions.

Once notification has been provided at this third stage, the onus is on the Unions to raise any problems within a reasonable timeframe, which will not cause tenders, etc., to become invalid. If no problems are identified, the Management may proceed to order, install and use the new equipment or system.

At any stage where differences cannot be reconciled, the disputes procedure will be followed according to subclause 8.4 of this clause.

#### 8.4 Dispute or Grievance Handling Procedure

Disputes or grievances between employee(s) and the Department over a question, dispute or difficulty concerning the interpretation, application or operation of this award, or any alleged discrimination within the meaning of the *Anti-Discrimination Act 1977*, shall be dealt with in the following manner. Reference should also be made to clause 9, Grievance and Dispute Settling Procedures, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

##### Step One

In the first instance, the employee(s) will notify, in writing or otherwise, their immediate Supervisor or other appropriate person as to the substance of the dispute or grievance and request a bilateral meeting to discuss the remedy sought. A meeting should be held within 48 hours of notification.

##### Step Two

If the matter is not resolved in the first meeting, the matter shall be further discussed by the employee and, at their request, the appropriate Union delegate, their immediate Supervisor and their Manager. This should take place within 48 hours of the completion of Step One.

##### Step Three

If the matter remains unresolved, the matter should be further discussed by the employee(s) and, at their request, the appropriate Union delegate, the immediate Supervisor, the Supervisor's Manager, and a more senior Management representative. This should take place within 48 hours of the completion of Step Two.

##### Step Four

If the matter remains unresolved and the employee(s) as Union members, it should be discussed/negotiated between representatives of the State Branch or the Regional Organisation of the

Union(s) concerned and the relevant senior Management of the Department. These actions should take place as soon as it is apparent that the earlier discussions will not resolve the dispute.

#### Step Five

If the matter remains unresolved, then, if the parties agree, it may be referred to a mutually acceptable, independent mediator/arbitrator. The parties have the right to refer the matter to the appropriate industrial tribunal at this stage.

It is a condition of this award that these procedures will be followed and that there will be no disruption to work.

### 9. Safety

#### 9.1 Work Health and Safety

Work health and safety provisions will be as covered in the Work Health and Safety Act 2011 and any amendments and Regulations made thereto.

Work health and safety provisions will be as covered in the Work Health and Safety Regulation 2011 and any amendments and Regulations made thereto.

All relevant Australian Standards as referred to within SafeWork NSW guidelines or relevant legislation.

#### 9.2 Protective Clothing

In addition to any protective equipment required under the *Work Health and Safety Act 2011*, employees covered by this Award will be supplied with protective clothing as set out below:

Shorts	2 per year	}	
Pants	2 per year	}	Replacement if necessary on a condemnation basis
Shirts	2 per year	}	

Safety shoes complying with AS 2210 - one pair issued on commencement of employment then on a condemnation basis thereafter.

All employees are to wear protective equipment and clothing as supplied.

### 10. Declaration

The parties to this award declare that this award:

- (a) is not contrary to the public interest;
- (b) is not unfair, harsh or unconscionable;
- (c) was not entered into under duress;
- (d) is in the interests of the parties.

### 11. Savings of Rights

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

## 12. Area, Incidence and Duration

The purpose of this award is to regulate the terms and conditions of employment of Graphic Service Operators as defined, employed by the Department and engaged at the Department of Finance, Services and Innovation, NSW Bathurst site.

Employees regulated by this award shall be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions as provided for under the *Government Sector Employment Act 2013*, *Government Sector Employment Regulation 2014*, the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* and the *Crown Employees (Public Sector - Salaries 2018) Award* or any awards replacing these awards.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales of 28 April 1999 (310 I.G 359) take effect on and from 10 December 2018.

Changes made to this award subsequent to it first being published on 15 January 2016 (378 I.G. 1129) have been incorporated into this award as part of the review.

## SCHEDULE A

This award replaces the following agreements and award as they apply to Graphic Service Operators in the Department:

1. Artists, etc. Agreement No. 2196 of 1975 made pursuant to section 83 of the *Public Service Act 1979*;
2. General Printing Staff Agreement No. 2268 of 1980 made pursuant to section 83 of the *Public Service Act 1979*;
3. General Printing Staff Agreement No. 2336 of 1981 made pursuant to section 83 of the *Public Service Act 1979*;
4. Crown Employees (General Staff - Salaries) Award 2007 published 21 October 2016 (380 I.G. 1003);
5. Printing Staff Central Mapping Authority Agreement No. 2414 of 1982 made pursuant to section 83 of the *Public Service Act 1979*;
6. General Printing Staff Agreement No. 2415 of 1982 made pursuant to section 83 of the *Public Service Act 1979*.

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay**

Salary Rates aligning to the classifications set out below can be found in the *Crown Employees (Public Sector - Salaries 2018) Award* or any variation or replacement award.

Graphic Service Operator Class 2 Commencing salary
Progression is dependent on additional skill attainment in accordance with Appendix 1 - Graphic Service Operator Class 2 Multi-skilling Training Programme
After completion of Stage 1 training
After completion of Stage 2 training
After completion of Stage 3 training



Graphic Service Operator Class 1 Commencing salary Progression is dependent on additional skill attainment in accordance with Appendix 2 - Graphic Service Operator Class 1 Multi-skilling Training Programme
After completion of Stage 1 training After completion of Stage 2 training After completion of Stage 3 training After completion of Stage 4 training After completion of Stage 5 training
Graphic Services Operator - Shift Supervisor Commencement salary Year 2 Progression beyond Year 2 of the salary scale is conditional on completion of a compulsory multi - skilling training program as detailed in Appendix 3 Shift Supervisor Training Programme
Year 3 Year 4

## APPENDIX 1

### GRAPHIC SERVICE OPERATOR CLASS 2 MULTI-SKILLING TRAINING PROGRAMME

Year 1 - Competency-based with TAFE theory assessment

Year 2 - Competency-based with TAFE theory assessment

Year 3 - Competency-based with TAFE theory assessment

Year 4 - TAFE one-year traineeship in a particular field relevant to the printing industry

Progression to Class 1 Status

The four-year proposed training modules are condensed into three competency-based modules. These modules would have a level of TAFE certification similar to what is in place for the existing GSO Multi-Skilling programme, i.e. TAFE are to design theory-testing based on practical training programmes. National Competency Standards.

The fourth year would be a specialist year where the officer chooses a particular field to specialise in. The competency-based training programme for that year will be designed to complement a one-year TAFE traineeship in that field.

Progression to GSO Class 1 status will be dependent on completing all four stages successfully.

This inclusion of the traineeship will formalise the training and should ensure that the qualifications gained will be transportable outside of the Department of Finance, Services and Innovation.

Competency-based Training Course -

The following is a comprehensive list of skills for the classification of Graphic Service Operator Class 2.

The skills have been categorised into three individual training blocks, each block relating to advancement on the career structure.

Training Module 1

Skills Required

Occupational health and safety relating to:

The correct handling and use of wide ranges of chemicals

Safe working procedures for dark room environments including a totally black room

Safe and correct operating procedures or the following equipment:

GTO two-colour printing press

Mitsubishi four-colour printing press

Small Multipli Folder x 2

Wire Stitcher x 2

Plastic bag maker

Automatic plate processor

Understanding of Production Processes and Workflow through the Photographic Laboratory including:

Interpretation of orders

Correct storage location for films, chemicals, paper, etc.

Use of office equipment, e.g. computers, photocopiers

Correct use of Quote & Print Management Information system

Graphic Services Photolab Level 1 and 2 Competencies for Staff Multi-skilling Training

Production of colour and black and white photographic enlargements from aerial film using photographic enlargers

Production of colour and black and white photographic enlargements from hardcopy and/or digital files using:

Roll scanner, flatbed scanner and/or digital scan back camera, digital file manipulation software and colour digital output printers

Production of colour and black and white photographic contact prints from aerial film

Production of colour and black and white photographic diapositives from aerial film

Production of digital images using roll scanner; flatbed scanner and/or digital scan back camera. Database entry of associated metadata.

Data entry, maintenance and use of Aerial Film Asset Register Database (AFARD)

Use and maintenance of photographic paper processors (colour and black and white)

Use and maintenance of LOG-E contact printers

Use and maintenance of Scanatron contact printer

Use and maintenance of photographic enlargers

Operation of Graphic Services management information system (Quote & Print) to record job/time/materials details

Liaise with customers

Management of digital data files

Manage the import, export and compression of data files

#### Pre-Press Multi-Skilling Competency Standards -

The following competency standards relate to production and support functions performed in the Pre-Press section of Graphic Services:

##### Multi-skilling Objective

To provide the trainee with skills relating to the Pre-Press section so that production and support functions can be performed unassisted.

Trainees at the end of multi-skilling modules (six months) should be competent in all Pre-Press, Multi Media and Holistic Knowledge units. A sound knowledge of all support units should also be obtained.

#### Pre-Press Units

ICPPP211B	Develop a basic design concept
ICPPP311B	Develop a detailed design concept
ICPPP411B	Undertake a complex design brief
ICPPP221B	Select and apply type
ICPPP321B	Produce a typographic image
ICPPP421B	Compose and evaluate typography
ICPPP222B	Scan a line image
ICPPP322B	Scan images for reproduction
ICPPP422B	Scan complex images for reproduction
ICPPP423A	Apply colour effectively to design brief
ICPPP224A	Compose pages using a page layout application
ICPPP225A	Produce graphics using a graphics application
ICPPP325A	Create pages using a page layout application
ICPPP326A	Produce interactive PDF files
ICPPP327A	Produce online PDF files
ICPPP428A	Generate high-end PDF files
ICPPP332B	Electronically combine and assemble data
ICPPP332B	Electronically combine complex images
ICPPP333B	Prepare an imposition format for printing processes
ICPPP433B	Generate complex imposition
ICPPP252B	Output images
ICPPP352B	Output complex images to film
ICPPP452B	Output complex images direct to plate or press
ICPPP360B	Undertake special colour and digital proofing
ICPPP361A	Undertake digital proofing
ICPPP267B	Produce offset lithographic plates

#### Support Units

ICPSU203B	Prepare and maintain the work area
ICPSU116B	Inspect quality against required standards
ICPSU516B	Set and apply quality standards
ICPSU120A	Pack product
ICPSU221B	Pack and dispatch product
ICPSU323B	Treat and Dispose of liquid waste
ICPSU342B	Undertake inventory procedures

ICPSU345B	Purchase materials and schedule deliveries
ICPSU351CB	Undertake basic production scheduling
ICPSU455B	Supervise and schedule work of others
ICPSU356B	Control production
ICPSU458A	Monitor production workflow
ICPSU260A	Maintain a safe work environment
ICPSU261B	Follow OH&S practices and identify environmental hazards
ICPSU561B	Implement and monitor OH&S
ICPSU262B	Communicate in the workplace
ICPSU362B	Communicate as part of a work team
ICPSU263B	Perform basic industry calculations
ICPSU464B	Provide customer service/customer education
ICPSU271B	Provide basic instruction for a task
ICPSU280A	Enter data into electronic system
ICPSU281B	Use computer systems
ICPSU381B	Operate and maintain computer resources
ICPSU482A	Troubleshoot and optimise materials and machinery
ICPSU583A	Trouble shoot and optimise the production process
ICPSU684A	Determine and improve process capability
ICPSU487A	Analyse manual handling processes

#### Multimedia Units

ICPMM263B	Access and use the Internet
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#### Holistic Knowledge Units

ICPKN11B	Apply knowledge of Graphic Pre-Press
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#### Pre-Press Multi-skilling Training Programme -

##### Module 1 - 3 months

The trainee shall be assessed for competency on a minimum of 25 units during Module 1. Where a skill is broken into a number of modules, the trainee shall start with the entry-level module.

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre-Press.

##### Pre-Press Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Pre-Press Units.

##### Support Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Support Units.

##### Multimedia Unit Module 1

The trainee shall be required to achieve the required competency levels for the Multimedia Unit.

##### Module 2 - 3 Months

The trainee shall be assessed at the beginning of Module 2 to ensure competency levels obtained in Module 1 are of a desired standard.

Where retraining is required, the trainee shall be reassessed on the relevant unit/s during Module 2.

By the end of Module 2 the trainee needs to achieve the desired competency levels of all modules relating to Pre-Press.

Where competency skills cannot be achieved during Modules 1 and 2, then a program shall be formulated to enable the trainee to complete these skills (program to be determined by Graphic Services management team).

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre-Press.

#### Pre-Press Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Pre-Press Units (those not achieved in Module 1) as well as any units that need to be reassessed due to inadequate skill levels.

#### Support Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Support Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

#### Holistic Knowledge Unit Module 2

The trainee shall be required to achieve the required competency levels for the Holistic Knowledge Unit.

#### Training Module 3

#### Print Finishing Module 1

#### Skills Required

All support units (SU), including Converting and Finishing units (CF)

As indicated

- Prepare and maintain work area

- Prepare tasks to support production purposes

- Inspect quality against required standard

- Pack and dispatch product

- Perform basic machine maintenance

- Lift and shift loads mechanically

- Follow OH&S practices and identify hazards

- Communicate in the workplace

- Work team communication

Perform basic industry calculations including

- Setup and produce basic cut (guillotined) product

- Setup and produce complex cut (guillotined) product

- Setup guillotine for cutting

Produce cut (trimmed) product

Setup machine for basic cut (flatbed)

Produce basic cut (flatbed) product

Changing of Polar EMC 137 & Perfecta Seypa 115 guillotine blades are done under strict supervision of Shift Supervisor Print Finishing or his/her delegated authority.

Note: Depending on work loads units may be moved from one module to another

#### Printing Module 1

To provide proper understanding of related occupational health and safety issues and introduce the trainee to the work area and environment of printing. Also to introduce the trainee to the basic concept of safe printing press operation, both electronic and manual.

#### Skills Required

All support units (SU), including (CF)

Prepare and maintain work area

Prepare tasks to support production purposes

Introduction to quality standard required

Pack and dispatch product

Perform basic machine maintenance

Lift and shift loads mechanically

Follow OH&S practices and identify hazards

Communicate in the workplace

Work team communication

Perform basic industry calculations

## **APPENDIX 2**

### **GRAPHIC SERVICE OPERATOR CLASS 1 MULTI-SKILLING TRAINING PROGRAMME**

Pre-Press Multi-skilling Competency Standards -

The following competency standards relate to production and support functions performed in the Pre-Press section of Graphic Services:

#### Multi-Skilling Objective

To provide the trainee with skills relating to the Pre-Press section so that production and support functions can be performed unassisted.

Trainees at the end of multi-skilling modules (six months) should be competent in all Pre-Press, Multi Media and Holistic Knowledge Units. A sound knowledge of all support units should also be obtained.

## Pre-Press Units

ICPPP211B	Develop a basic design concept
ICPPP311B	Develop a detailed design concept
ICPPP411B	Undertake a complex design brief
ICPPP221B	Select and apply type
ICPPP321B	Produce a typographic image
ICPPP421B	Compose and evaluate typography
ICPPP222B	Scan a line image
ICPPP322B	Scan images for reproduction
ICPPP422B	Scan complex images for reproduction
ICPPP423A	Apply colour effectively to design brief
ICPPP224A	Compose pages using a page layout application
ICPPP225A	Produce graphics using a graphics application
ICPPP325A	Create pages using a page layout application
ICPPP326A	Produce interactive PDF files
ICPPP327A	Produce online PDF files
ICPPP428A	Generate high-end PDF files
ICPPP332B	Electronically combine and assemble data
ICPPP332B	Electronically combine complex images
ICPPP333B	Prepare an imposition format for printing processes
ICPPP433B	Generate complex imposition
ICPPP252B	Output images
ICPPP352B	Output complex images to film
ICPPP452B	Output complex images direct to plate or press
ICPPP360B	Undertake special colour and digital proofing
ICPPP361A	Undertake digital proofing
ICPPP267B	Produce offset lithographic plates

## Support Units

ICPSU203B	Prepare and maintain the work area
ICPSU116B	Inspect quality against required standards
ICPSU516B	Set and apply quality standards
ICPSU120A	Pack product
ICPSU221B	Pack and dispatch product
ICPSU323B	Treat and dispose of liquid waste
ICPSU342B	Undertake inventory procedures
ICPSU345B	Purchase materials and schedule deliveries
ICPSU351CB	Undertake basic production scheduling
ICPSU455B	Supervise and schedule work of others
ICPSU356B	Control production
ICPSU458A	Monitor production workflow
ICPSU260A	Maintain a safe work environment
ICPSU261B	Follow OH&S practices and identify environmental hazards
ICPSU561B	Implement and monitor OH&S
ICPSU262B	Communicate in the workplace
ICPSU362B	Communicate as part of a work team
ICPSU263B	Perform basic industry calculations
ICPSU464B	Provide customer service/customer education
ICPSU271B	Provide basic instruction for a task
ICPSU280A	Enter data into electronic system
ICPSU281B	Use computer systems
ICPSU381B	Operate and maintain computer resources
ICPSU482A	Troubleshoot and optimise materials and machinery
ICPSU583A	Trouble shoot and optimise the production process
ICPSU684A	Determine and improve process capability
ICPSU487A	Analyse manual handling processes

### Multimedia Units

ICPMM263B                      Access and use the Internet

### Holistic Knowledge Units

ICPKN11B                      Apply knowledge of Graphic Pre-Press

### Pre-Press Multi-skilling Training Programme -

#### Module 1 - 3 months

The trainee shall be assessed for competency on a minimum of 25 units during Module 1. Where a skill is broken into a number of modules, the trainee shall start with the entry-level module.

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre-Press.

#### Pre-Press Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Pre-Press Units.

#### Support Units Module 1

The trainee shall be required to achieve or exceed the required competency levels for a minimum of 12 Support Units.

#### Multimedia Unit Module 1

The trainee shall be required to achieve the required competency levels for the Multimedia Unit.

#### Module 2 - 3 Months

The trainee shall be assessed at the beginning of Module 2 to ensure competency levels obtained in Module 1 are of a desired standard.

Where retraining is required, the trainee shall be reassessed on the relevant unit/s during Module 2.

By the end of Module 2 the trainee needs to achieve the desired competency levels of all modules relating to Pre-Press.

Where competency skills cannot be achieved during Modules 1 and 2, then a program shall be formulated to enable the trainee to complete these skills (program to be determined by Graphic Services management team).

The Supervisor shall perform assessment of competency levels and/or GSOs from Pre-Press.

#### Pre-Press Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Pre-Press Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

#### Support Units Module 2

The trainee shall be required to achieve the required competency levels for the remaining Support Units (those not achieved in Module 1), as well as any units that need to be reassessed due to inadequate skill levels.

#### Holistic Knowledge Unit Module 2

The trainee shall be required to achieve the required competency levels for the Holistic Knowledge Unit.



## Print Finishing Multi-skilling Training Programme -

## Year 1: 6-month Training Programme - Module 2

## Objective

To provide the trainee with a general idea of the Print Finishing area and how various machines operate and how preventative maintenance is carried out on machines in Print Finishing. This also includes occupational health and safety issues relating to Print Finishing.

The trainee after six months should be competent to work the small machines (e.g. drill, semi-automatic staplers, Multipli folders and assist in the setting and running of the Stahl Folder.)

## Skills Required

All competencies in Print Finishing Module 1 (GSO 2) Classification plus

- Setup machine for basic folding (single/continuous) product

- Setup machine for complex folding (single/continuous) product

- Produce basic folded (single/continuous) product

- Produce complex folded (single/continuous) product

Note: Depending on work loads, units may be moved from one module to another.

## Year 2: 6-month Training Programme - Module 3

## Objective

To provide the trainee with a more comprehensive knowledge base of techniques and skills used through out the Print Finishing area.

This module includes working in the Framing area, where the trainee will learn laminating, mounting and framing skills.

## Skills Required

All competencies in Print Finishing Module 1 (GSO 2) and Module 2 (GSO 1) Classification plus

- Setup machine for basic collating (sheet/section)

- Produce basic collated (sheet/section) product

- Setup and produce hand collated product

- Setup machine for basic laminating

- Setup machine for complex laminating

- Produce basic laminated product

- Produce complex laminated product

Note: Depending on work loads, units may be moved from one module to another

## Printing Multi-skilling Training Programme -

## Year 1: 6-month Training Program Small Format - Module 2

## Objective 0 - 3 months

To provide proper understanding of related occupational health and safety issues and introduce the trainee to the work area and environment of printing. Also to introduce the trainee to the basic concept of safe press operation, both electronic and manual. The trainee will receive instruction on how to produce basic print jobs.

## Skills Required

All competencies in Printing Module 1 (GSO 2) Classification plus

Awareness of the properties of chemicals currently used and their correct application procedures in the press area

Lubrication of all machines

Knowledge of different paper stocks

Correct techniques for loading paper ready for printing

Changing printing plates on all machines

Cleaning and maintenance of dampening systems

Setup machine for basic single colour job.

Produce basic single colour job.

Setup machine for basic 2-colour job

Produce basic 2-colour job

## Objective 3 - 6 Months

To enable the trainee to gain a level of competency sufficient to be able to operate small offset printing press with limited supervision. The trainee will receive instruction on how to produce basic print jobs.

## Skills Required

All competencies in Printing Module 1 (GSO 2) Classification plus above competency set.

Machine delivery setup

Assist in machine setup

Fundamentals of feeder setup and pile height in relation to varying stocks of paper

Mixing and matching inks

Set ink ducts for correct colour distribution

Be acquainted with densitometer readings

Change blankets and packing

Repair damaged blankets

Produce coating job including

Setup machine for basic double-sided job

Produce basic double-sided job

Setup machine for basic coating job

Year 2: 6-month Training Program Large Format - Module 3

Objective 6 Months

To enable the trainee to work as part of a team and operate with minimal supervision on a relief basis on the large format press. Also to introduce the trainee to the basic concept of safe press operation, both electronic and manual in a large format environment. The trainee will receive instruction on how to produce more complex print jobs.

Skills Required

All competencies in Print Module 1 (GSO 2) & Module 2 (GSO 1) Classification plus

Understand plate register systems and make adjustments to print register

Set feeder unit to relevant stocks of paper

Set cylinder pressure to relevant stocks of paper

Plate, blanket packing tolerances

Set inking rollers for correct ink distribution

Set dampeners for correct water distribution

Plate, blanket cylinder pressure settings

Correct operating speed for particular stocks

Ability to accurately assess print quality and make recommendations for adjustment

Setup machine for complex single-sided 4-colour job

Produce complex single-sided 4-colour job

Setup machine for complex double-sided job

Produce complex double-sided job

Setup machine for complex single-sided coating job

Setup machine for complex double-sided coating job

### **APPENDIX 3**

#### **GRAPHIC SERVICE OPERATOR SHIFT SUPERVISOR TRAINING PROGRAMME**

Objective Statement

To provide the officers with comprehensive knowledge of the production and quality control processes within Graphic Services and in addition aid the development of managerial skills in a range of disciplines.

Ongoing training will be provided in the following areas:

Managerial

The latest Management Techniques for Middle Management

Equal Employment Opportunity (E.E.O)

Total Quality Management (T.Q.M)

Quality Management System (Q.M.S)

Best Practice Principles

Interpersonal Skills

Production processes within the trade classifications of: Graphic Design, Electronic/Desktop Publishing, Printing and Print Finishing.

Production processes within non trade classification of Photolab

Production scheduling within Graphic Services

Liaising with customers

Interpretation of all types of orders with Graphic Services

The relevant quality standards for all work performed within Graphic Services

Additional training on a needs basis

Computers

Computer training will be in the following fields:

Operations of both Mac & PC computers

Computer-based management information system

Windows environment

Spreadsheet/database

Page layout/pagination systems

Word processing software

Trade

Ongoing training will take place in relation to technological and quality control developments within the industry. This training may take the form of in-house competency based training or more formal training by the way of T.A.F.E. or other equivalent industry institutions.

#### **APPENDIX 4**

PREMIER'S MEMORANDA 88-40 / 91-23 / 96-17 AND 97-24

See file matter no. IRC04/6231 for copies of the Premier's Memorandums as they cannot be reproduced electronically.

**APPENDIX 5**

**GRAPHIC SERVICE OPERATOR TEN-HOUR SHIFT ROSTER DETAIL FORM**

TEN-HOUR ROSTER - DETAILS FORM

(No. AD GS FORM 001)

Period of Roster: From \_\_\_\_\_ To \_\_\_\_\_

Days to be worked: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, Sunday  
(Cross out days not to be worked)

Daily start time: \_\_\_\_\_ Finish time: \_\_\_\_\_

Reason for the roster \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Staff involved	Machinery/equipment
1 _____	_____
2 _____	_____
3 _____	_____
4 _____	_____
5 _____	_____
6 _____	_____
7 _____	_____
8 _____	_____

Roster substitutions (appropriate Shift Supervisor to complete as alterations to the roster occur).

Name	Replaced by	Date(s)
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____

Alteration termination of this roster

Where the duration of this roster has been altered please show the reason why  
\_\_\_\_\_  
\_\_\_\_\_

Changes approved by:

Mgr Graphic Services: \_\_\_\_\_ Shift Sup \_\_\_\_\_ Work Team rep \_\_\_\_\_

Roster schedule approved by:

Mgr Graphic Services \_\_\_\_\_ Date \_\_\_\_\_

Shift Supervisor: \_\_\_\_\_ Date \_\_\_\_\_

Work team Rep. \_\_\_\_\_ Date \_\_\_\_\_

P. M. KITE, *Chief Commissioner*

\_\_\_\_\_

Printed by the authority of the Industrial Registrar.

**SECURITY INDUSTRY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 289520 of 2018)

Before Chief Commissioner Kite

4 December 2018

**REVIEWED AWARD****PART A****1. Award Title**

This award is the Security Industry (State) Award.

**2. Arrangement**

This award is arranged as follows:

## PART A

Clause No.	Subject Matter
1.	Award Title
2.	Arrangement
3.	Relationship with Other Awards
4.	Where and to Whom the Award Applies
5.	Date the Award Starts
6.	Transitional Arrangements
7.	Definitions
8.	Types of Employment
8A.	Secure Employment Provisions
9.	Termination of Employment
10.	Employer and Employee Duties
11.	Wages
12.	Allowances
13.	Anti-Discrimination
14.	Procedure to Avoid Industrial Disputation
15.	Mixed Functions
16.	Payment of Wages
17.	Ordinary Time Hours of Work
18.	Broken Ordinary Time Shifts
19.	Paid Rostered Days Off Duty
20.	Rosters and Transfer of Employees
21.	Span Loadings - Ordinary Time Work
22.	Overtime
23.	Call Back
24.	Public Holidays
25.	Annual Leave
26.	Long Service Leave
27.	Personal Leave
28.	Parental Leave
29.	Jury Service
30.	Attendance at Repatriation Centres

31. Introduction of Change
32. Redundancy
33. Enterprise Flexibility Provisions
34. Deduction of Union Dues

#### PART B

#### MONETARY RATES

Table 1 - Rates of Pay Per 38 Hour Week

Table 2 - Other Rates And Allowances

#### APPENDIX A

Ordinary Time Hours Of Work - Specified Site Or Sites

#### APPENDIX B

Overtime Agreement

#### APPENDIX C

Ordinary Time Hours Of Work - Specified  
Company/Employer

#### APPENDIX D

National Training Wage Provisions

### 3. Relationship with Other Awards

This Award shall supersede all previous Awards or orders relating to the employment within its scope of all employees whether or not members of United Voice, but no right, obligation or liability accrued or incurred under any such previous Award or order shall be affected hereby.

### 4. Where and to Whom the Award Applies

- 4.1 This award shall apply in New South Wales only. This award shall apply to the employment of employees, being members or not of United Voice, in respect of the employment by an employer of gatekeepers and all persons, employed in or in connection with the industry or industries of security or watching including persons employed in control rooms to monitor, respond to or act upon alarm systems excepting persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever, and also excepting security officers employed in or in connection with a retail shop provided those security officers are directly employed by the retail shop; and also excluding the County of Yancowinna within the jurisdiction of the Security and Cleaning, &c. (State) Conciliation Committee; "and Excepting employees covered by the Zoological Parks Board of New South Wales Wages Employees' Award, 2006"
- 4.2 For the purpose of this clause, the jurisdiction of the Security and Cleaning, &c. (State) Conciliation Committee is as follows:

#### Section 1

Caretakers and cleaners employed in or in connection with anyplace of business, in schools of arts, literary institutes, lodge rooms (including buildings used for lodge meetings), museums, schools and caretakers and cleaners (as distinguished from groundsmen) in sports grounds, also caretakers and cleaners employed solely in connection with churches, caretakers and cleaners employed in the Botanic Gardens in the Sydney Domain, caretakers of racecourses, agricultural grounds and recreation grounds, and cleaners employed in cleaning buildings other than grand and public stands, stables and animal pavilions on racecourses, agricultural grounds and recreation grounds, cleaners in shops, office cleaners and caretakers, lift attendants, security guards, gatekeepers, caretakers and cleaners employed in and about Strata Title units and Company Title units and tea attendants excepting canteen workers, persons



within the present constitution rule of The Health and Research Employees' Association of New South Wales and persons within the steel industry in the State, excluding the County of Yancowinna;

## Section 2

All persons employed in or in connection with the industry or industries of security or watching (in either case other than employees employed in a shop by the operator thereof during ordinary trading hours in areas intended for public access) and excepting also persons employed as typists, stenographers, bookkeepers, switchboard operators or engaged in any clerical capacity whatsoever, but not excluding persons employed in control rooms to monitor, respond to or act upon alarm systems.

## Excepting

Lift attendants in hotels, clubs, boarding houses, restaurants, tea shops and oyster shops and in flats and residential chambers and establishments; Employees within the jurisdiction of the Milk Treatment, &c., and Distribution (State) Conciliation Committee, the Breweries, &c. (State) Conciliation Committee and the Cement Workers, &c. (State) Conciliation Committee; And excepting employees of - State Rail Authority of New South Wales; Urban Transit Authority of New South Wales; The Commissioner for Motor Transport; The Water Board; The Hunter District Water Board; South Maitland Railways Pty. Limited; The Electrolytic Refining and Smelting Company of Australia Proprietary Limited, Metal Manufactures Limited, Australian Fertilisers Limited and Austral Standard Cables Proprietary Limited, at Port Kembla, including employees employed by Australian Fertilisers Limited on the bone-crushing and fertiliser-mixing and bagging plant at Granville; and in connection with the manufacture of acids, chemicals and fertilisers at Villawood; Blue Circle Southern Cement Limited; The Kandos Cement Company Limited; The Council of the City of Sydney and of shire and municipal councils; The Council of the City of Newcastle; The Sydney County Council; The Broken Hill Proprietary Company Limited at Newcastle; Australian Wire Industries Pty. Ltd. at its Sydney Wiremill; Australian Iron and Steel Proprietary Limited within the jurisdiction of the Iron and Steel Works Employees (Australian Iron & Steel Proprietary Limited) Conciliation Committee and the Quarries (Australian Iron and Steel Pty Limited) Conciliation Committee; Australian Wire Industries Pty. Ltd. at its Newcastle Wiremill; The Australian Gas Light Company; The North Shore Gas Company Limited; Prospect Electricity; Electricity Commission of New South Wales; And excepting employees in or about coal mines north of Sydney, in or about coal mines in the South Coast District; And Excepting - Employees in or about metalliferous and limestone mines or in connection with mining for minerals other than coal or shale, in or about diamond and gem-bearing mines, mining dredges, ore sluicing processes, ore smelting, refining treatment and reduction works; All persons employed in or in connection with hospitals, mental hospitals, public charitable institutions or ambulance work; Persons employed in or by The United Dental Hospital of Sydney; Cleaners employed on the national ferries; Security guards employed by the Maritime Services Board of New South Wales on tugs, dredges, launches and motor boats and lighters; Gatekeepers under the control of the Department of Agriculture employed in tick quarantine areas of the State; And excepting employees within the jurisdiction of the following Conciliation Committees:

Race Clubs, &c., Employees (State);

Special Steels and Steel Products Manufacture (Commonwealth Steel Company Limited);

Cleaning Contractors' (State);

Tubemakers of Australia Limited, Newcastle;

Showground, &c., Employees (State);

Security Officers (Waterfront);

Sugar Workers (CSR Limited, Pyrmont);

County Councils (Electricity Undertakings) Employees;

Shortland County Council;

John Lysaght (Australia) Limited Newcastle;  
John Lysaght (Australia) Limited Unanderra;  
Australia Wire Industries Pty Ltd - Newcastle Ropery;  
Tubemakers of Australia Limited, Yennora;  
Club Employees (State);  
University Employees, &c. (State);  
Smelting and Fertiliser Manufacturing (Sulphide Corporation Pty  
Limited and Greenleaf Fertilisers Limited);  
Shoalhaven Scheme.

### 5. Date the Award Starts

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Security Industry (State) Award published 27 November 2015 (378 I.G. 168), as varied.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 4 December 201.

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

### 6. Transitional Arrangements

- 6.1 No permanent employee employed as at 27 August 1990 shall suffer a reduction in his or her current entitlement to sick leave (i.e. a maximum of 90 hours per year) as a result of the introduction of this Award.
- 6.2 No existing permanent employee employed as at 18 September 1998 shall be required to work broken shifts without the agreement of the employee concerned.

### 7. Definitions

#### 7.1 Classification Structure

7.1.1 Security Officer Grade 1 means a person employed in one or more of the following capacities:

- (a) to watch, guard or protect persons and/or premises and/or property,
- (b) to respond to basic fire/security alarms at their designated site/post,
- (c) as an employee stationed at an entrance and/or exit whose principal duties include the control of movement of persons, vehicles, goods and/or property coming out of or going into and/or moving within premises or property, including vehicles carrying goods of any description to ensure that the quantity and description of such goods is in accordance with the requirements of the relevant document and/or gate pass and who also may have other duties to perform and including an area or door attendant or commissionaire in a commercial building;
- (d) to carry out crowd control duties;

- (e) a Security Officer Grade 1 may use electronic equipment such as hand held scanners or simple closed circuit television systems and may be required to utilise basic keyboard skills in the performance of their duties and may also provide escort for a person or persons carrying cash provided it is incidental to other Grade 1 duties, and may perform incidental duties which need not be of a security nature.

7.1.2 Security Officer Grade 2 means either:

- (a) an employee who is performing the duties of securing, watching, guarding and/or protecting, or cash collection and/or delivering as a part of their duties, as directed, including responses to alarm signals and attendances at and minor non-technical servicing of automatic teller machines, and is required to patrol in a vehicle two or more separate establishments or sites;
- (b) an employee who monitors and acts upon electronic intrusion detection or access control equipment terminating in a visual display unit or computerised print -out and may be required to perform the duties of a Security Officer Grade 1; or
- (c) an employee who is required to monitor and act upon walk through electro-magnetic detectors; and/or monitor, interpret and act upon screen images using X-ray imaging equipment; or
- (d) where required by the employer, to control a dog used to assist the Security Officer to carry out the duties of watching, guarding or protecting persons and/or premises and/or property.

7.1.3 Security Officer Grade 3 means a person who in addition to performing the duties defined in Grade 2, monitors and acts upon intelligent building management systems terminating at a visual display unit or computerised printout that has the capacity for and requires data input from the security officer.

7.1.4 Security Officer Grade 4 means a person employed substantially in a security and/or data input and/or a monitoring function within a central station and principally occupied in one or more of the following duties:

- (a) Monitoring, recording, inputting information or reacting to signals and instruments related to electronic surveillance of any kind; co-ordinating, checking or recording the activities of Security Officers Grade 1, 2 or 3; operating or monitoring any medium of verbal communication.

7.1.5 Security Officer Grade 5 - means a person who, whilst in charge of a shift of one or more Security Officers Grade 4, which may include leading hands, carries out coordinating duties in addition to the normal duties of a Security Officer Grade 4. A person in receipt of the rate applying to this classification is not entitled to a leading hand allowance as provided in this award.

7.2 Relieving Security Officer means a permanent employee who is engaged primarily for the purpose of relieving at short notice any other rostered security officer of the employer and for whom a display of roster is not required and for whom only 24 hours notice of change of shift must be given where practicable.

7.3 Seven Day Shift Worker means an employee who is regularly rostered by their employer to work ordinary hours on Saturdays and/or Sundays.

7.4 Five Day Shift Worker means a person engaged to work shifts of ordinary time hours between 2200 Sunday and 2400 Friday inclusive. Subject to Clause 23 - Call Back, a five day shift worker may be requested, but may not be compelled to work on public holidays prescribed by this award.

- 7.5 Permanent Employee means a full-time or part-time employee engaged on an ongoing basis and paid by the week or fortnight, as the case may be.
- 7.6 Full-Time Employee means a permanent employee engaged to work an average of 38 hours per week.
- 7.7 Part-Time Employee is defined in 8.3.
- 7.8 Broken-Shift Employee means a full-time or part-time employee who is engaged to work ordinary time shifts which may include an unpaid break period, in accordance with the provisions of Clause 18 - Broken Ordinary Time Shifts.
- 7.9 Casual Employee means an employee engaged and paid as such.
- 7.10 Time Periods
- 7.10.1 One Hour's pay means one thirty-eighth of the weekly ordinary time rate provided for the employee's classification under Table 1 of Part B.
- 7.10.2 Day means the period from midnight to midnight (0000 to 2400).
- 7.10.3 Week means the period between 0000 on a Monday and 2400 on the following Sunday.
- 7.10.4 Weekday means a 24 hour period commencing at 0000 and falling between 0000 on Monday and 2400 on Friday.
- 7.10.5 Ordinary Time Shift means the whole period between the commencement and cessation of a period of ordinary time work, including any paid crib break/s and, in the case of broken-shift employees, including the unpaid break between the first part of a broken-shift and the second part of that broken-shift.
- 7.10.6 Day Span means any part of an ordinary time shift which is worked during the period between 0600 and 1800 on any weekday between 0000 on Monday and 2400 on Friday (excluding any hours worked on a public holiday), whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.7 Night Span means any part of an ordinary time shift which is worked during the period before 0600 and/or the period after 1800, on any weekday between 0000 on Monday and 2400 on Friday (excluding any hours worked on a public holiday), whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.8 Saturday Span means any part of an ordinary time shift which is worked during the 24 hour period between 0000 and 2400 on a Saturday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.9 Sunday Span means any part of an ordinary time shift which is worked during the 24 hour period between 0000 and 2400 on a Sunday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.10 Weekend Span means any part of an ordinary time shift which is worked during the 48 hour period between 0000 on Saturday and 2400 on Sunday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.11 Public Holiday Span means any part of an ordinary time shift which is worked during the 24 hour period between 0000 at the start of a public holiday and 2400 at the end of that same public holiday, whether or not the ordinary time shift commences before or ends after the specified span period.
- 7.10.12 Permanent Night Work means any work performed during a night span (as defined) over the whole period of a roster cycle in which more than two thirds of the employee's total

ordinary shifts include ordinary hours between 0000 and 0600, on any day of the week. However, in the case of a Relieving Security Officer (as defined in 7.2), the roster cycle for the purposes of this subclause means a complete pay period.

7.11 Union means United Voice.

7.12 Mixed Enterprise means an employer's enterprise carried on for the principal purpose of the production, treatment, distribution, or provision of articles, goods, merchandise, materials and services, and which enterprise employs categories of labour provided for by this award as an incidental or ancillary function of their business or enterprise.

7.13 Continuous Service

7.13.1 In calculating the twelve months' continuous service, the only absences counted as time worked are the following:

up to 152 ordinary working hours in a twelve month period because of sickness or accident;

long service leave that an employee takes under the relevant State long service leave legislation; and

annual leave.

7.13.2 Where a period of work is less than twelve months, the absences counted as time worked because of sickness or accident are calculated on a proportionate basis.

7.13.3 The following events do not break an employee's continuous service:

sick leave;

leave as the result of an accident;

leave lawfully granted by the employer; or

absence for a reasonable cause (the employee must prove that the leave was reasonable)

7.13.4 Where employees are temporarily stood down through no fault of their own, service is not to be considered to be broken.

7.13.5 Any other absence from work does not break continuity of service unless the employer notifies the employee within fourteen days of the employee returning to work after the absence. The employer must tell the employee in writing.

7.13.6 If an individual employee is absent, the employer must tell that employee by:

giving the notice to him or her personally; or

posting the notice to his or her last known address.

7.13.7 If a number of employees are absent because of collective action, the employer may tell them all by placing a notice in the place where the employer normally places general notices to employees. The employer must also send a copy of the notice to the Union on the same day.

7.13.8 It will also not break an employee's continuous service if the employer breaks or ends the employee's service in order to avoid the employer's obligations in respect of leave.

## 8. Types of Employment

8.1 Employees under this award must be engaged either as permanent (full-time or part-time) employees, or as casual employees.

8.2 Probationary Period

Employees engaged as permanent employees without any previous service with the employer may be engaged for a probationary period of up to three months. The employer and employee may agree in writing to reduce or exclude altogether the probationary period.

8.3 Part-time Employees

8.3.1 "Part-time Employee" means a permanent employee who is employed to work regularly a minimum of 20 ordinary hours and less than 38 ordinary hours per week.

8.3.2 An employee engaged on a part-time basis shall be entitled to payments in respect to all leave and public holidays, on a proportionate basis subject to the relevant provisions of this Award.

8.3.3 An employee who does not meet the definition of a part-time employee and who is not a full-time employee must be paid as a casual employee in accordance with clause 11.2.

### 8A. Secure Employment Provisions

(a) Objective of this Clause

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

(b) Casual Conversion

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

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

(iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.

(iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.

- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
  - (1) whether the employee will convert to full-time or part-time employment; and
  - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award 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.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
  - (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.
- (c) Occupational Health and Safety
- (i) For the purposes of this subclause, the following definitions shall apply:
    - (1) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
    - (2) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
  - (ii) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
    - (1) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
    - (2) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;

- (3) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
  - (4) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (iii) Nothing in this subclause (c) is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the *Occupational Health and Safety Act 2000* or the *Workplace Injury Management and Workers Compensation Act 1998*.
- (d) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.
- (e) 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.

## 9. Termination of Employment

### 9.1 Notice of Termination by Employer

- 9.1.1 In order to terminate the employment of a full-time or part-time employee the employer must give to the employee the period of notice specified in the table below:

Period of Continuous Service	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- 9.1.2 In addition to this notice, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, are entitled to an additional week's notice.
- 9.1.3 Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- 9.1.4 In calculating any payment in lieu of notice, the wages an employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.
- 9.1.5 The period of notice in this clause does not apply in the case of dismissal for conduct that justifies instant dismissal including inefficiency within the first fourteen days, neglect of duty or misconduct and in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks.
- 9.1.6 Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time must once the traineeship is completed and provided that the trainees' services are retained have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of his or her traineeship and is re-engaged by the same employer within six months of such termination the period of traineeship must be counted as service in determining any future termination.
- 9.1.7 Continuous service is defined in 7.13.



## 9.2 Notice of Termination by an Employee

9.2.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

9.2.2 If an employee fails to give notice the employer has the right to withhold monies due to the employee to a maximum amount equal to the ordinary time rate of pay for the period of notice.

## 9.3 Time Off During Notice Period

Where an employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off must be taken at times that are convenient to the employee after consultation with the employer.

## 9.4 Extended Notice of Termination

9.4.1 Despite any other provisions of this clause, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged, the employer terminates the employment of an employee who has been employed for the preceding twelve months, such employee must be given three months' notice of the termination of employment. If the employer fails to give such notice in full:

- (a) the employee must be paid at the rate specified in Clause 11 - Wages for the employee's ordinary classification for a period equal to the difference between three months and the period of the notice given, and
- (b) the period of notice required by this subclause to be given must be regarded as service with the employer for the purpose of the *Long Service Leave Act 1955* (NSW), the *Annual Holidays Act 1944* (NSW), or any Act amending or replacing either of those Acts.

9.4.2 Nothing in 9.4.1 affects the common law right of an employer in relation to summary dismissal of an employee.

## 9.5 Return of Equipment

On the termination of employment, an employee must return to the employer all uniforms, identity cards, vehicles, firearms, keys and all other items issued to employees. Where an employee fails to return any uniform, protective clothing or other items issued, the employer may deduct the monetary value of such uniform, clothing or other items from the employee's termination pay. Such deduction may only occur where prior authorisation in writing has been given by the said employee. Where the employer so requests an employee must sign such written authority upon engagement. Existing employees may be required to sign such an authority upon receipt of the next issue of uniform/clothing or other items.

## 10. Employer and Employee Duties

10.1 Employees covered by this award may be required by the employer to perform all work within their skill and competence including work which is incidental or peripheral to their main tasks or function.

10.2 If an employee wilfully or negligently damages or loses uniforms, protective clothing or equipment issued by the employer, the employer may require the employee to reimburse the employer for such damage or loss.

## 11. Wages

### 11.1 Permanent Employees

11.1.1 The minimum rate of pay for each classification is as set out in Table 1 of Part B.

11.1.2 The rates of pay in this award include the adjustments payable under the State Wage Case of 2018. These adjustments may be offset against:

- (i) any equivalent over-award payment, and/or
- (ii) award wage increases since 29 May 1991 other than safety net, State Wage Case and minimum rates adjustments.

### 11.1.3 Licencing

All employees engaged under this Award are required to hold a relevant licence in accordance with the *Security Industry Act 1997* (the "Act"). The rates of pay contained in Part B - Table 1 of this Award are inclusive of skills acquired in accordance with the provisions of the Act.

## 11.2 Casual Employees

11.2.1 A casual employee for working ordinary time must be paid one thirty-eighth of the award wage prescribed by this award for the class of work performed plus 15 per cent (calculated to the nearest whole cent).

11.2.2 In addition to the ordinary hourly rate prescribed at 11.2.1, span penalties and overtime penalties must be paid where appropriate.

11.2.3 In addition to the ordinary hourly rate prescribed in 11.2.1 a casual employee is entitled to be paid one-twelfth of the ordinary hourly rate as entitlement to pro-rata annual leave. This amount must be paid at the same time as prescribed for the payment of wages in Clause 16 - Payment of Wages. Provided that that time is no later than on a weekly or fortnightly basis (dependent upon the employers pay period).

## 11.3 Part-Time Employees

A part-time employee for working ordinary time must be paid per hour one thirty-eighth of the weekly rate prescribed by 11.1 for the classification in which the employee is engaged (calculated to the nearest whole cent), together with such span penalties and/or overtime penalties as may be applicable to the work performed.

## 12. Allowances

### 12.1 Travelling Expenses

When an employee is sent by the employer to work away from an employer's recognised place of business the employer must pay all travelling time from such place of business to the job. If the employee is required to return the same day to the employer's place of business, the employer must pay travelling time to the place of business. An employee sent for duty to a place other than the regular place of duty or required by the employer to attend a court of inquiry in connection with employment must also be paid reasonable authorised expenses.

### 12.2 Uniforms

Where an employer requires an employee to wear a uniform, the employer must reimburse the employee for the cost of such uniform. This clause does not apply if the employer elects to provide the uniform at no cost to the employee. Employees will be required to provide their own black shoes.

### 12.3 Leading Hand Allowances

12.3.1 An employee other than a casual employee placed in charge of other employees must be paid, in addition to their ordinary wages, the rates as set out in Table 2 - Other Rates and Allowances, of Part B, plus an additional amount per week as set out in Table 2 for each employee exceeding twenty.

12.3.2 Where the employee concerned is a casual employee, the employee must be paid an amount for each shift worked equal to 1/5th of the amount as set out in Table 2.

#### 12.4 Relieving Officers

Despite any other provision of this award, where a permanent employee and an employer are in agreement, the employee may be appointed a Relieving Officer by the employer and must be paid an additional amount per week as set out in Table 2 for each week of employment. This amount must not be in substitution for any span, weekend or public holiday penalties nor in substitution for any overtime payment.

#### 12.5 First-Aid Allowance

##### 12.5.1

(a) An employee who is required to hold an industrial qualification as a first-aid attendant and who is appointed by the employer to carry out the duties of a first-aid attendant shall be paid an additional amount per week as set out in Table 2.

(b) Where the employee is a casual employee, then such employee shall be paid an additional amount for each shift worked equal to 1/5th of the amount as set out in Table 2.

#### 12.6 Gun Allowance

Where an employee is required by the employer to carry a firearm, the employee must be paid an additional amount per shift as set out in Table 2 with a maximum amount per week as set out in Table 2.

#### 12.7 Locomotion

12.7.1 Where an employee is required by the employer to use a motor cycle or other motor vehicle, and it is not provided and maintained by the employer, the employer must reimburse the employee for each shift worked an amount as set out in Table 2, plus the cost of fuel used on the employer's business.

12.7.2 An employee providing a bicycle for use in the employer's business must be paid for each shift worked an amount as set out in Table 2.

#### 12.8 Meal Allowance

12.8.1 An employee required to work in excess of one hour after completion of the employee's ordinary shift without being notified before the completion of the previous day or shift must be paid a meal allowance as set out in Table 2.

12.8.2 The employer must pay the employee a further meal allowance as set out in Table 2 on the completion of each additional four hours' overtime worked.

#### 12.9 Fares Allowance

Where an employee is required by the employer to work a broken shift (as defined), the employee must be paid an additional amount for each such broken shift worked as set out in Table 2.

#### 12.10 Overnight Expenses

Where a Security Officer is required, in the course of their work, to remain away from home overnight, they must be reimbursed by the employer for:

12.10.1 all reasonable expenses actually incurred for accommodation; and

12.10.2 an amount to cover the cost of dinner and breakfast as set out in Table 2.

- 12.10.3 The provisions of 12.10.2 do not apply if the employer supplies breakfast or dinner (as the case may be) at no cost to the employee.

#### 12.11 Aviation Security Allowance

- 12.11.1 An employee who performs Aviation Security Shall be paid an aviation allowance as set out in Part B, Table 2 - Other Rates and Allowances.
- 12.11.2 For the purpose of this clause, Aviation Security means the provision of security services including, but not limited to, passenger, goods and/or baggage security including checked baggage screening services, control room functions, guarding and controlling access to designated areas, and general security of persons, property and buildings at an airport within the scope of coverage of the *Aviation Transport Security Act 2004* (Cth) and its Regulations.
- 12.11.3 Aviation Security does not include traffic control (including kerbside traffic management), car parking services, or any other function for which a valid security license is not required.

### 13. Anti-Discrimination

- 13.1 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 or domestic status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 13.2 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.
- 13.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 13.4 Nothing in this clause is taken to affect
- 13.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation:
- 13.4.2 offering or providing junior rates of pay to persons under the age of 21 years:
- 13.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
- 13.4.4 a party to this Award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 13.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### 14. Procedure to Avoid Industrial Disputation

Subject to the provisions of the *Industrial Relations Act 1996* grievances or disputes shall be dealt with in the following manner.

#### 14.1 Step 1

The employee(s) is required to notify (in writing or otherwise) the employer as to the substance of the grievance, requesting a meeting with the employer for bilateral discussions and stating the remedy sought. This meeting shall take place within one working day, where possible, if not within two working days of the issue arising (weekends and holidays excepted).

#### 14.2 Step 2

If agreement is not reached then the matter shall be referred by the employer to a higher authority (where this exists) no later than one working day after the period stated in subclause 14.1 (weekends and holidays excepted). 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 (in writing or otherwise) for not implementing any proposed remedy.

#### 14.3 Normal Work

While the foregoing procedure is being followed normal work shall continue.

#### 14.4 Step 3

If the matter is still not settled within a reasonable period of time it may be referred/notified to the Industrial Relations Commission of New South Wales for settlement by either party.

#### 14.5 Representation

The employer may be represented by an industrial organisation of employers and the employee(s) is(are) entitled to be represented by United Voice, an industrial organisation of employees, for the purposes of each step of the procedure.

### **15. Mixed Functions**

15.1 An employee engaged for at least two hours on any day or shift on duties carrying a higher rate than the employee's ordinary classification must be paid the higher rate for such day or shift.

15.2 However, where an employee is engaged for less than two hours on any one day or shift the employee must be paid the higher rate for the time so worked.

15.3 An employee who is required to perform work temporarily for which a lower rate is paid, must not suffer any reduction in wages whilst so employed. Work of less than one week's duration is temporary work.

### **16. Payment of Wages**

#### 16.1 Pay Period

The employer must pay wages and other moneys to employees either weekly or fortnightly, depending on the employer's pay period. The time of payment must not be more than seventy-two hours from the time when such wages become due and must not be later than Thursday in the week. An employer may pay in cash or by cheque or electronic funds transfer; provided that payment other than in cash does not remove the obligation to pay as prescribed by this clause.

#### 16.2 Pay Day

The employer must specify the day upon which wages will be paid, in accordance with 16.1, and any employee who is not paid on such day must be paid overtime rates for all time subsequently worked until payment is made. Where an employee is normally paid on the job or at the work site and the employee is rostered off duty on a day which coincides with pay day, then such employee must be paid no later than the working day immediately following pay day.

#### 16.3 Payment of Casual Employees

An employer may pay wages to casual employees at the time and place specified for permanent employees, that is, on a weekly or fortnightly basis depending on the employer's pay period.

#### 16.4 Errors in Payment

16.4.1 Should a pay be miscalculated or incorrectly shown on a pay slip, the right to claim waiting time will be waived provided that:

- (a) the employee has been paid the ordinary base rate of pay, and
- (b) any underpayment or error is corrected within 48 hours of notification by the employee to the pay office of the employer concerned.

16.4.2 Where such underpayment or error is not corrected within 48 hours then the employee is entitled to waiting time as provided for in 16.2.

16.4.3 In this subclause, "48 hours" means hours which fall Monday to Friday inclusive.

#### 16.5 Averaging of Hours Worked Across Roster Cycles

An employee who works normal hours according to a roster under which the number of hours worked in any particular pay period during the roster cycle are more or less than the average number of hours worked during all pay periods covered by the roster must be paid according to a weekly average of ordinary hours worked over the whole period of the roster cycle.

#### 16.6 Payment For Hours Actually Worked

In lieu of the averaging system prescribed in 16.5, an employer may, with the consent of the employee concerned, elect to pay that employee for the actual time worked in each pay period. However, once an employee has given consent to payment for hours worked, the employee cannot thereafter unilaterally withdraw that consent.

#### 16.7 Time And Wages Records

16.7.1 Each employer shall keep a record or system from which can be readily ascertained the name and occupation of each employee, the hours worked each day (including the commencing and finishing time of each shift worked), and the wages and entitlements paid each pay period.

16.7.2 The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

16.7.3 The time and wages record shall be open for inspection to a duly accredited union official in accordance with section 298 of the *Industrial Relations Act* 1996, during the usual office hours at the employer's office. Provided that an inspection shall not be demanded unless a branch official suspects that a breach of this Award has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

16.7.4 The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to a suspended breach of this Award.

### **17. Ordinary Time Hours of Work**

#### 17.1 Roster Cycles

17.1.1 Subject to 17.9 and subject to the exceptions hereinafter provided, the ordinary hours of work are an average of 38 per week to be worked on one of the following bases:

- (a) 76 hours within a roster cycle not exceeding fourteen consecutive days;
- (b) 114 hours within a roster cycle not exceeding twenty-one consecutive days;

- (c) 152 hours within a roster cycle not exceeding twenty-eight consecutive days;
- (d) 304 hours within a roster cycle not exceeding fifty six consecutive days.

17.1.2 The ordinary hours prescribed in this clause must be worked in shifts of no more than ten consecutive hours with not more than one shift in any period of twenty four hours. However, a new employee (other than a casual employee) on engagement may work up to three shifts as part of an initial training period. Such shifts must be paid for at the appropriate rate of pay prescribed by this award but must not form part of the normal roster cycle provided for in this clause. The normal roster cycle must commence on the fourth shift.

## 17.2 Shift Duration

Except as provided in 17.7, ordinary time shifts must be limited in duration to:

17.2.1 for casual employees - a minimum of 4 hours and a maximum of 8 hours;

17.2.2 for full-time employees - a minimum of 8 hours and a maximum of 10 hours;

17.2.3 for part-time employees - a minimum of 3 hours and a maximum of 10 hours.

## 17.3 Break Between Sequential Shifts

Each ordinary time shift must be separated from any subsequent ordinary time shift by a minimum break of not less than 8 hours nor less than the duration of the ordinary time work performed during the shift which immediately preceded the break.

## 17.4 Long Break Between Shifts

17.4.1 An employee is entitled to have no less than 4 separate breaks of not less than 48 continuous hours off work in each 28 day roster cycle, or 3 separate breaks of not less than 72 continuous hours off work in each 28 day roster cycle, or 3 separate breaks of not less than 48 continuous hours off work in each 21 day roster cycle.

17.4.2 An employee:

- (a) must not work more than 6 ordinary time shifts, and/or
- (b) must not work more than a total of 48 hours of ordinary time between the breaks prescribed in 17.4.1.

## 17.5 Shift Start/End Times

17.5.1 Except in the case of a broken shift, shifts must be continuous and an employee's commencing and ceasing times of ordinary hours of work must operate at the actual job or work station. However:

- (a) where an employee is required to collect (prior to proceeding to the work site) or return (after completion of duty) company equipment (such as a gun, keys, car etc.) from a location other than the actual work site or sites, and
- (b) the collection and/or return of such equipment adds more than 15 minutes to the time which would otherwise be required for the employee to travel between the employee's normal work site or location and the employee's residence.

17.5.2 Then the commencing and ceasing times of ordinary work must operate from such point of collection and such point of return respectively

## 17.6 Crib Breaks

A paid crib break (or breaks) must be allowed on shifts of more than 4 hours. A crib time of not less than 20 minutes on an 8 hour shift and not less than 30 minutes on a 12 hour shift must be provided. The time must be allowed not earlier than four hours nor later than five hours after the time of commencement of each shift where it is reasonably practicable to do so.

## 17.7 Enterprise Flexibility Arrangements - Ordinary Hours of Work

17.7.1 Despite any other provision of this award, but subject to this subclause, an employer and his/her employees may arrange ordinary working hours to exceed 10 but not to exceed 12 on any day. Such arrangements may be made:

- (a) by the employees employed at a specified site or sites, with the written agreement of all affected employees, or
- (b) by the employees of a specified employer/company, with the agreement by secret ballot of a majority of the employees of that employer/company to be affected by the arrangement.

17.7.2 If the employer seeks to reach an hours agreement permitted by 17.7.1 and the union has members employed at the particular workplace or employed by the particular company (as the case may be), the employer must inform the Union of its intention (no later than five days before the employer proposes to commence such an arrangement) and provide the union with an opportunity to take part in negotiations relating to the proposed arrangement.

17.7.3 Arrangements made pursuant to 17.7.1 are subject to:

- proper health monitoring procedures being introduced;
- suitable roster arrangements being made; and
- proper supervision being provided.

17.7.4 Arrangements made pursuant to this subclause will continue in force unless rescinded by either party to the arrangement by the giving of seven days notice. However, the arrangements may be varied at any time by the consent of the parties.

17.7.5 Documentation of hours arrangements: Arrangements made pursuant to paragraph 17.7.1 of this subclause shall be committed to writing in the form set out:

- 17.7.5.1 in the case of specific site/s arrangements pursuant to subparagraph 17.7.1(a), in the form set out in Appendix A to this Award, or
- 17.7.5.2 in the case of specific employer/company arrangements pursuant to subparagraph 17.7.1(b), in the form set out in Appendix C to this Award.

17.8 Despite anything to the contrary in this award, the following time is ordinary working time for the purposes of this clause and must be paid for as such:

17.8.1 Time allowed as crib time under 17.6;

17.8.2 Time occupied by an employee in filling in any time record or cards or in the making of records (other than time spent checking in or out when entering or leaving the employer's premises).

17.8.3 Time spent attending a court on the employer's or employer's client's behalf in connection with any matter arising out of or in connection with the employee's duties.

17.8.4 Where an employee is required to use their own vehicle in the course of their employment and, at the request of the employer, is requested to fit the vehicle with any additional equipment or



identifying markings, any time spent by the employee in the initial installation of equipment in their vehicle must be counted as time worked. Such installation takes place during ordinary business hours. Any further installation or replacement of equipment required by the employer to be done must similarly be counted as time worked. Where fitting of equipment or markings is required as a result of an employee changing vehicles, then such installation will only be counted as time worked if three years' service has elapsed since the initial installation.

17.8.5 Time spent at the direction of the employer attending initial firearms training or firearms refresher training courses.

#### 17.9 19 Day Month Arrangements

The following provisions apply where employees work their hours in accordance with 17.1.1(c) on the basis that they agree they will accrue 0.4 hours of 19 eight hour shifts towards a paid rostered day off during each cycle of twenty-eight consecutive days:

17.9.1 Paid rostered days off may be accumulated so as to allow up to five consecutive days to be taken off in each consecutive period of up to 20 weeks or such accumulation may be extended up to a maximum of 10 consecutive day;

17.9.2 An employee is entitled to no more than 12 such paid rostered days off in any 12 months of employment;

17.9.3 The option of implementing either a 19 day month or accrual of up to five days in 20 weeks or accrual of a maximum of 10 days is at the employer's discretion.

#### 17.10 9 ½ Day Fortnight Arrangements

Where employees work their hours in accordance with 17.1.1(a) on the basis that they agree they will be rostered off for a paid period of four hours (a half day) on one day as part of a roster cycle of 76 hours of work in 14 consecutive days, an employee is entitled to no more than 24 paid half days in any 12 months of consecutive employment.

#### 17.11 21 Day Work Cycles

Where employees work their hours in accordance with 17.1.1(b) on the basis that they agree they will work a roster cycle of 114 hours in 21 consecutive days so as to allow one complete shift to be taken as a paid rostered day off during each such roster cycle, an employee is entitled to no more than 17 such paid rostered days off in any 12 months of consecutive employment.

#### 17.12 General Provisions

The following provisions apply to employees and employers making agreement referred to in 17.9, 17.10 and 17.11:

17.12.1 Such agreement must be recorded in writing, and must be recorded in the time and wages records kept in accordance with clause 16.7. Where the employee is a member of the union and so requests, the union must be given an opportunity to represent the employee before an agreement is reached;

17.12.2 Each day or shift of paid leave taken (including paid rostered days off but excluding annual leave and long service leave) during any roster cycle must be regarded as a day or shift worked for accrual purposes.

17.12.3 Despite any other provision of this clause, on termination of employment an employee must be paid the value of any credits accrued from each day or shift worked in the roster cycle towards the taking of paid rostered days off duty and such payment must be made at the rate of pay applicable on termination of employment

### **18. Broken Ordinary Time Shifts**

Employees other than casual employees may be required to work ordinary time shifts which include an unpaid break period. Provided that:

- 18.1 the second part of the broken shift ends no more than 14 hours after the start of the first part, and
- 18.2 the break is not less than 4 hours nor more than 6 hours, and
- 18.3 the employee is paid a Fares Allowance as provided under Clause 12 - Allowances, and
- 18.4 the total period of paid time worked during a broken shift is not less than 4 hours nor more than 8 hours, and
- 18.5 the whole period of any broken time shift (the first part plus the unpaid break plus the second part) is counted as a single shift for the purposes of the roster cycles and required breaks prescribed under Clause 17 - Ordinary Time Hours of Work and Clause 18 - Broken Ordinary Time Shifts.

### **19. Paid Rostered Days Off Duty**

#### **19.1 Rostering of Paid RDO's**

19.1.1 The employer and the employee should agree on the scheduling of an employee's paid rostered days off duty. Where agreement cannot be reached, the employer will determine the scheduling. An employee may accumulate up to ten paid rostered days off. The employer may schedule accumulated days off to suit the needs of the employer's business. However, the employer must give the employee at least four weeks notice of the days on which accumulated days off will be taken.

19.1.2 Except as provided by 19.1.3, an employee must be advised by the employer at least four weeks in advance of the weekday which is to be the paid rostered day off duty.

19.1.3 The employer with the agreement of the majority of employees affected may substitute the day an employee is to be rostered off duty (as a paid rostered day off) for another day in the case of an emergency or to meet the requirements of a particular establishment.

19.1.4 An individual employee with the agreement of the employer may substitute the day such employee is rostered off duty (as a paid rostered day off) for another day.

#### **19.2 Paid Rostered Day Off Falling on a Public Holiday**

In the event of an employee's paid rostered day off falling on a Public Holiday, the employee and the employer should agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day will be determined by the employer.

#### **19.3 Work On Paid Rostered Day Off Duty**

Subject to 19.1, any employee required to work on their paid rostered day off must be paid in accordance with the provisions of Clause 22 - Overtime, but only where it is not possible to substitute another day for the rostered day off so worked.

#### **19.4 Sick Leave and Paid Rostered Days Off**

Employees are not eligible for sick leave in respect of absences on paid rostered days off as such absences are outside their ordinary hours of duty.

## 19.5 Annual Leave and Paid Rostered Days Off

There is no entitlement to a paid rostered day off during a period of annual leave as such days do not count as time worked for accrual purposes.

## 20. Rosters and Transfer of Employees

## 20.1 Notice

Employees (other than Relieving Officers and casual employees) must work their normal hours of work in accordance with a roster for which advance notice has been given. A Relieving Officer or casual employee may also, at the employer's discretion, work their normal hours of work in accordance with a roster for which advance notice has been given.

## 20.2 Display

The employer must, by legible notice displayed at a place accessible to the employees, notify employees who work their normal hours in accordance with a roster, of the commencing and ceasing times of their rostered hours of work. Such times, once notified, may not be changed without the payment of overtime, or by seven days' notice given in accordance with this subclause. However, by agreement between the employer and the employee less than seven days' notice may be substituted.

## 20.3 Transfer of an Employee in Response to A Client's Demand

Where the employer transfers an employee in response to the clients demand and that transfer results in a loss of income for the employee, the employee must have their income at the site from which the employee was transferred maintained for the period remaining in the roster cycle.

## 21. Span Loadings - Ordinary Time Work

21.1 The following additional loadings must be applied to the appropriate ordinary time rate in regard to any portion of an ordinary time shift which falls within the spans as defined in Clause 7 - Definitions, whether or not the ordinary time shift starts before and/or ends after the defined span.

21.2 The span loading applies only to that part of the shift which is within the defined span, and does not apply to the part of the shift (if any) which falls outside the defined span.

21.3 The loadings to be applied are:

Span	Loading
Night Span (Normal)	21.7%
Night Span (Permanent Night Work)	30.0%
Saturday Span	50.0%
Sunday Span	100.0%
Public Holiday Span	150.0%

21.4 Span loadings must be paid for as worked. For example:

21.4.1 if an employee commences work at 1800 on Sunday and works through to 0600 on Monday then that employee is entitled to the Sunday Span loading (100.0%) for the first 6 hours of the shift and the appropriate Night Span loading (either 21.7% or 30.0%) for the remaining 6 hours.

21.4.2 if an employee commences work at 1700 on Monday and works through to 0100 on Tuesday then that employee is entitled to the appropriate Night Span loading (either 21.7% or 30.0%) for the 7 hours from 1800 to 0100, but not to any loading for the first hour worked.

21.5 The loadings prescribed in this clause apply in respect of ordinary hours of work only and apply to all employees including casual employees.

## 22. Overtime

### 22.1 Loading for Overtime

Subject to the provisions of 22.2, employees who are required to work overtime in addition to their ordinary time hours of work (as defined) must, in addition to the ordinary time rate provided for the employee's classification under Table 1 of Part B, be paid a loading equal to:

22.1.1 for overtime work performed during a weekday (as defined) or Saturday span (as defined), but excluding overtime work performed during a Public Holiday span (as defined), 50% of the ordinary time rate for the first two hours of overtime worked and 100% thereafter;

22.1.2 for all overtime work performed during a Sunday span (as defined), 100% of the ordinary time rate;

22.1.3 for all overtime work performed during a Public Holiday span (as defined), 150% of the ordinary time rate.

### 22.2 Appendix B - Agreements Voluntary Overtime

In lieu of the loading provided under 22.1, an employee may elect to work additional hours under an Appendix B agreement, subject to the following conditions:

22.2.1 Any such agreement must be committed to writing in the form set out in this award. Such agreement must have the written consent of the employer and the employee.

22.2.2 For all work performed under an Appendix B agreement the employee concerned must be paid at the rate of 150% of the rate of pay applicable for ordinary time worked on that day between the hours of 0600-1800.

22.2.3 No employee may work more than a total of 14 hours in any one day, including both overtime and ordinary time.

### 22.3 Calculation of Overtime Payments

In computing overtime payments, each day's work stands alone. The hourly rate is determined by dividing the appropriate weekly rate by 38, even in cases where an employee works more or less than 38 ordinary hours in a week.

### 22.4 Minimum Break

An employee who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day that such employee has not had at least eight hours off duty between those times, must, subject to this subclause, be released after completion of such overtime until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such period off duty the employee must be paid at double ordinary time until released from duty for such period and such employee is then entitled to be absent until the employee has had such period off duty without loss of pay for ordinary working time occurring during such absence.

### 22.5 Non-Attendance of Other Employees

Where an employee does not attend for rostered duty with the required notice the employee on shift must agree to work up to 4 hours overtime to allow the employer to arrange for suitable relief subject to a maximum of 14 hours total time being worked in any one shift.

22.6

- (a) Subject to paragraph (b), an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) For the purposes of paragraph (b), what is unreasonable or otherwise will be determined having regard to:
  - (1) any risk to employee health and safety;
  - (2) the employee's personal circumstances including any family and carers responsibilities;
  - (3) the needs of the workplace or enterprise;
  - (4) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (5) any other relevant matter.

### 23. Call Back

- 23.1 An employee required to attend the employer's premises and/or the premises of a client or clients of an employer for any reason after leaving the place of employment (whether notified before or after leaving the place of employment) must be paid a minimum number of hours as specified below:
- 23.1.1 where such attendance is required at the employer's premises for the purposes of a disciplinary and/or counselling interview and/or administrative procedures such as completing or attending to Workers' Compensation Forms, Accident Reports, or Break/Entry Reports, the employee must be paid a minimum payment of two hours at the appropriate rate for each such attendance;
- 23.1.2 except as provided in 23.1.1, where such attendance is required at the employer's premises on a Monday through Saturday, the employee must be paid a minimum payment of three hours at the appropriate rate for each such attendance;
- 23.1.3 where any such attendance is required at the employer's premises on a Sunday the employee must be paid a minimum payment of four hours at the appropriate rate for each such attendance.
- 23.2 This clause does not apply where a period of duty is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

### 24. Public Holidays

#### 24.1 Specified Public Holidays

The days on which the following holidays are observed will be observed as public holidays under this award, namely:

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 day which may hereafter be proclaimed a public holiday throughout the State; and

24.1.1 the first Monday in August of each year or such other day as is determined annually by mutual consent between the an employer and an employee; or

24.1.2 where a day, other than the first Monday in August each year, is observed by the general body of employees in any establishment then such day may be substituted for the first Monday in August as a holiday for any employees in that establishment entitled to such day or additional day as a holiday under this award.

#### 24.2 Permanent Employees - Entitlement to Public Holidays

Permanent employees are entitled to the above holidays without loss of pay. However, a five-day shift worker (as defined) is only entitled to holidays that occur on Monday to Friday inclusive. An employer must not alter an employee's roster for the specific purpose of avoiding the entitlement which is provided under this subclause.

#### 24.3 Holidays falling on a day on which a Seven-Day Shift Worker is not Rostered to Work

24.3.1 Where a holiday occurs on the rostered day off of a seven-day shift worker (as defined), other than a rostered day given pursuant to the provisions of 17.9 and Clause 19 - Paid Rostered Days Off Duty, then if such employee is not required to work on that day the employer must pay the employee 8 hours' ordinary pay in respect of such day.

24.3.2 However, the employer may, in lieu of the payment of eight hours' ordinary pay prescribed in this subclause, add a day to the annual leave entitlement of the employee concerned. Any day or days added to an employee's entitlement to annual leave in accordance with this subclause must be the working day or working days immediately following the annual leave period to which the employee is entitled to under Clause 25 - Annual Leave.

24.3.3 Where the employment of a seven-day shift worker has been terminated and the employee thereby becomes entitled under Section 4 of the *Annual Holidays Act 1944* (New South Wales), to payment in lieu of an annual holiday, with respect to a period of employment, the employee is entitled also to an additional payment for each day accrued under this subclause, at the appropriate ordinary rate of pay, if payment has not already been made in accordance with the provisions of this subclause.

#### 24.4 Payment Where Employees Required to Work on a Public Holiday

Permanent and casual employees who are required to work ordinary time or overtime during the 24 hour period between 0000 at the start of a public holiday and 2400 at the end of that same public holiday (whether or not that work commences before or ends after the specified span period) must be paid for all hours worked during the specified span at the rate of 150% in addition to the ordinary time rate provided for the employee's classification under Table 1 of Part B. This payment is to be in lieu of any payment which would have otherwise been required for those hours under the provisions of 24.2 or 24.3.

#### 24.5 Unauthorised Absence before or after a Public Holiday.

Where an employee is absent from his or her employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employer, the employee is not entitled to the payment for such holiday as is provided under 24.2.

### 25. Annual Leave

25.1 All employees are entitled to annual leave in accordance with the *Annual Holidays Act 1944* (NSW).

## 25.2 Additional Leave for Seven-Day Shift Workers

In addition to an annual holiday of four weeks provided by section 3 of the *Annual Holidays Act, 1944* (New South Wales), a seven-day shift worker at the end of each year of employment is entitled to the additional leave as prescribed below:

25.2.1 If during the year of employment the employee has served continuously as a seven-day shift worker, the additional leave with respect to that year is one week.

25.2.2 If during the year of employment the employee has served only a portion of it as a seven-day shift worker, the additional leave is 3 1/4 hours for each completed month of employment as a seven-day shift worker. Where the additional leave is or comprises a fraction of a day such fraction does not form part of the leave period and any such fraction must be discharged by payment only.

25.2.3 Where the employment of a seven-day shift worker is terminated and there is thereby an entitlement due under section 4 of the *Annual Holidays Act, 1944* (New South Wales), to payment in lieu of an annual holiday with respect to a period of employment such employee is also entitled to an additional payment of 3 1/4 hour's pay for each completed month of service as a seven-day shift worker.

## 25.3 Payment for Annual Leave

All employees must receive payment for annual leave periods calculated at whichever is the greater of:

25.3.1 The ordinary time rate provided for the employee's classification under Table 1 of Part B, together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in 12.3, 12.4 and 12.5 respectively, plus a loading of 17.5%, or

25.3.2 The ordinary time rate increased by any night span and/or permanent night span rates and/or weekend span rates which would have been payable for ordinary time the employee would have worked if the employee had not been on annual leave (but not including any public holiday span rate payable in respect of a public holiday occurring during the annual leave which is a public holiday on which the employee would have worked an ordinary shift) together with, where applicable, the leading hand allowance, relieving officer's allowance and first aid allowance prescribed in 12.3, 12.4 and 12.5 respectively. An employee's roster must not be altered merely for the purpose of avoiding any benefit available to the employee under this provision.

25.3.3 Despite any other provision in this clause, no loading is payable to an employee who takes an annual holiday wholly or partly in advance. However, if the employment of such an employee continues until the day when he or she would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday, and is to be calculated in accordance with 25.3.1 or 25.3.2, applying the award rates of wages payable on that day. This provision applies where an annual holiday has been taken wholly or partly in advance and the entitlement to the holiday arises after that date.

## 25.4 Payment In Lieu of Annual Leave on Termination of Employment

Where the employment of a permanent employee is terminated for any reason by either party and at the time of such termination the employee has not been given and has not taken the whole of any annual leave to which the employee has become entitled (employees only become entitled to annual leave for each completed year of service), then the employee must be paid for all such untaken annual leave at the rate provided under 25.3. For an incomplete year of service employees are entitled to a payment of 1/12 of their ordinary earnings for that incomplete year of service, in lieu of annual leave.

## 25.5 Annual Leave Loading

An annual leave loading is incorporated into the provisions of 25.3 and 25.4, and no additional amount is payable in respect of Annual Leave Loading.

## 26. Long Service Leave

Employees employed under the provisions of this award are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955* (New South Wales).

## 27. Personal Leave

The provisions of this clause apply to full-time and part-time employees, but do not apply to casual employees.

### 27.1 Amount of Paid Personal Leave

27.1.1 Paid personal leave is available to an employee when he or she is absent due to:

personal illness or injury (sick leave); or

for the purposes of caring for an immediate family or household member that is sick and requires the employee's care and support (carer's leave); or

because of bereavement on the death of an immediate family or household member (bereavement leave).

27.1.2 The amount of personal leave to which an employee is entitled depends on how long he or she has worked for the employer and accrues as follows:

Length of Time Worked For The Employer	Personal Leave (Hours)
less than 2 months	15.2
after 2 months to less than 4 months	22.8
after 4 months to less than 6 months	30.4
after 6 months to less than 8 months	38.0
after 8 months to less than 10 months	45.6
after 10 months	53.2
Each year thereafter	91.2

27.1.3 After the first year of service, in any year unused personal leave accrues by the lesser of:

- (a) 76 hours less the total amount of sick leave and carer's leave taken during the year.
- (b) the balance of the year's unused personal leave.

27.1.4 Payment for personal leave must be made at the ordinary time rate provided for the employee's classification under Table 1 of Part B.

### 27.2 Immediate Family or Household

27.2.1 The entitlement to carer's or bereavement leave is subject to the person in respect of whom the leave is taken being either:

a member of the employee's immediate family; or

a member of the employee's household.

27.2.2 The term immediate family includes:

- (a) spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse means a person of the opposite sex to the employee who lives with the employee as his or her husband or wife on a bona fide domestic basis; and



- (b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

### 27.3 Sick Leave

#### 27.3.1 Definition

Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

#### 27.3.2 Entitlement

- (a) The amount of personal leave an employee may take as sick leave depends on how long he or she has worked for the employer and accrues as follows:

Length of Time Worked For The Employer	Rate of Accrual of Paid Sick Leave (Hours)
Less than 2 months	0
2 month to less than 4 months	7.6
4 months to less than 6 months	15.2
6 months to less than 8 months	22.8
8 months to less than 10 months	30.4
after 10 months	38
In the second and each subsequent year	76

- (b) Accumulated personal leave may be used as sick leave if the current sick leave entitlement is exhausted.

#### 27.3.3 Employee must give notice

- (a) Before taking sick leave, an employee must inform the employer as soon as possible and in any event, prior to the start of shift, unless he or she has a good reason for not doing so.
- (b) The notice must include:
- the nature of the injury or illness (if known); and
- how long the employee expects to be away from work.
- (c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.
- (d) Where an employee does not notify the employer of the employee's inability to attend for duty prior to the start of shift the employee is not entitled to payment for the first eight hours of such absence. However, in cases of accident or incapacity to notify, to receive payment for the absence the employee must provide reasonable proof that he/she was unable to attend for duty on account of incapacity or illness. An employee's entitlement to sick leave (see 27.3.2) must not be reduced as a consequence of the operation of this subclause.

#### 27.3.4 Evidence supporting claim

- (a) The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, that the employee was unable to work because of injury or personal illness.

- (b) The employer is not required to accept more than two statutory declarations for single day absences in any one year. Where a single day absence occurs before or after a public holiday or rostered day off the employee must supply a medical certificate.

#### 27.3.5 The effect of workers' compensation

If an employee is receiving workers' compensation payments, he or she is not entitled to sick leave.

27.3.6 Despite anything contained in 27.1, a permanent employee suffering injury through an accident arising out of and in the course of such employee's employment (not being an injury in respect of which there is entitlement to Workers' Compensation) necessitating attendance during working hours of a doctor, chemist or trained nurse, or at a hospital, may not suffer any deduction from pay for the time (not exceeding four hours) so occupied on the day of the accident and must be reimbursed by the employer for all expenses reasonably incurred in connection with such attendance. For the purpose of this clause, expenses include fares.

### 27.4 Bereavement Leave

#### 27.4.1 Paid leave entitlement

An employee other than a casual is entitled to use up to 15.2 hours personal leave as bereavement leave on any occasion on which a member of the employee's immediate family or household dies within Australia. Where such death occurs outside Australia, the employee is entitled to use up to 7.6 hours personal leave as bereavement leave, provided that the entitlement will extend to 15.2 hours if the employee travels overseas to attend the funeral.

#### 27.4.2 Unpaid leave entitlement

Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, he or she is entitled to take unpaid bereavement leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to 15.2 hours unpaid leave.

#### 27.4.3 Evidence supporting claim

The employer may require the employee to provide satisfactory evidence of the death of the member of the employee's immediate family or household.

### 27.5 Carer's Leave

#### 27.5.1 Paid leave entitlement

An employee other than a casual is entitled to use up to 40 hours personal leave each year to care for members of his or her immediate family or household who are sick and require care and support. This entitlement is subject to the employee being responsible for the care and support of the person concerned. In normal circumstances an employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

#### 27.5.2 Notice required

- (a) Before taking carer's leave, an employee must give at least two hours' notice before his or her next rostered starting time, unless he or she has a good reason for not doing so.
- (b) The notice must include:
  - the name of the person requiring care and support and his or her relationship to the employee;

the reasons for taking such leave; and

the estimated length of absence.

- (c) If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone at the first opportunity.

#### 27.5.3 Evidence supporting claim

The employee must, if required by the employer, 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.

#### 27.5.4 Unpaid leave

An employee may take unpaid carer's leave by agreement with the employer.

### 28. Parental Leave

An employee shall be entitled to Parental Leave in accordance with Part 4 of Chapter 2 of the *Industrial Relations Act 1996*.

### 29. Jury Service

#### 29.1 Entitlement

An employee must be allowed leave of absence during any period when required to attend for jury service. Such leave will be limited to a maximum of two weeks in any period of jury service.

#### 29.2 Payment

During such leave of absence, an employee must be paid the difference between the jury service fees received and the normal rate of pay as if working.

#### 29.3 Proof of Attendance

An employee must produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and must give the employer notice of such requirement as soon as practicable after receiving notification to attend for jury service.

### 30. Attendance at Repatriation Centres

Permanent employees who are ex-service personnel must be allowed, as time worked, lost time incurred whilst attending Repatriation Centres for medical examination and/or treatment, provided that:

30.1 Such lost time does not exceed four hours on each occasion and a maximum of 20 hours per annum;

30.2 The employee produces evidence satisfactory to the employer that there is a requirement to and subsequent attendance at a Repatriation Centre.

30.3 The employer may deduct from such lost time any payments the employee is entitled to receive for lost time from the Department of Veterans Affairs in respect of any such attendance.

### 31. Introduction of Change

#### 31.1 Employer's Duty to Notify

31.1.1 Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on

employees, the employer shall notify the employees who may be affected by the proposed changes and their Union.

31.1.2 Significant effects include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

### 31.2 Employer's Duty to Discuss Change

31.2.1 The employer shall discuss with the employees affected and their Union, inter alia, the introduction of the changes referred to in subclause 31.1 hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.

31.2.2 The discussions shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in subclause 31.1 hereof.

31.2.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and their Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

## 32. Redundancy

### 32.1 Discussions Before Terminations

32.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with their Union.

32.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph 32.1.1 hereof and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.

32.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and their Union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the termination are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

### 32.2 Transfer to Lower Paid Duties

Where an employee is transferred to Lower paid duties for reasons set out in paragraph 32.1.1, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if his or her 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 lower ordinary time rates for the number of weeks of notice still owing.

### 32.3 Severance Pay

In addition to the period of notice prescribed for ordinary termination in clause 9, Termination of Employment, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in paragraph 32.1.1, shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service	Severance Pay
1 year or less	Nil
Over 1 year and up to the completion of 2 years	4 weeks' pay
Over 2 years and up to the completion of 3 years	6 weeks' pay
Over 3 years and up to the completion of 4 years	7 weeks' pay
Over 4 years	8 weeks' pay

Week's Pay means the ordinary time rate of pay for the employee concerned.

Provided that severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

### 32.4 Employee Leaving During Notice

An employee whose employment is terminated for reasons set out in paragraph 32.1.1 may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

### 32.5 Alternative Employment

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

### 32.6 Time Off During Notice Period

32.6.1 During the period of notice of termination given by the employer for reasons set out in paragraph 32.1.1 an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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

### 32.7 Notice to Centrelink

Where a decision has been made to terminate employees in the circumstances outlined in paragraph 32.1.1, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

### 32.8 Superannuation Benefits

Subject to further order of the Commission where an employee who is terminated receives a benefit from a superannuation scheme, such employee shall only receive under subclause 32.3, the difference between the severance pay specified in that subclause and the amount of the superannuation benefit the employee receives which is attributable to employer contributions only. If this superannuation benefit is

greater than the amount due under subclause 32.3 then the employee shall receive no payment under that clause.

### 32.9 Transmission of Business:

32.9.1 Where a business is before or after the date of this Award, transmitted from an employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

32.9.1.1 the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission, and

32.9.1.2 the period of employment which the employee has had with the transmitter or any prior transmitter shall be deemed to be service of the employee with the transmittee.

32.9.2 In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

### 32.10 Mechanisation And Technological Changes

32.10.1 Notwithstanding any other provisions of this clause, where on account of the introduction or proposed introduction by an employer of mechanisation or technological changes in the industry in which the employer is engaged, the employer terminates the employment of an employee who has been employed for the preceding 12 months, such employee shall be given three months' notice of the termination of employment; provided that, if the employer fails to give such notice in full:

32.10.1.1 the employee shall be paid at the rate specified for the employee's ordinary classification in clause 11, Wages, for a period equal to the difference between three months and the period of the notice given, and

32.10.1.2 the period of notice required by this subclause to be given shall be deemed to be service with the employer for the purpose of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of those Acts; and provided further that the right of the employer to summarily dismiss an employee shall not be prejudiced by the fact that the employee has been given notice pursuant to this subclause of the termination of the employee's employment.

32.10.2 When an employer gives to an employee notice of the termination of employment on account of the introduction or proposed introduction of mechanism or technological changes, within 14 days thereafter the employer shall give notification in writing to the Industrial Registrar, the New South Wales Government Director of Vocational Guidance, the New South Wales Government Director of Technical and Further Education and the New South Wales Branch Secretary of Australian Liquor, Hospitality and Miscellaneous Workers Union, of the fact, stating the employee's name, address and usual occupation and the date when the employment terminated or will terminate in accordance with the notice given.

### 32.11 Employees With Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

### 32.12 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justified instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices, or employees engaged for a specific period of time or for a specified task or tasks for a period of less than 12 months.

### 32.13 Employers Exempted

Subject to an order of the Commission, in a particular redundancy case, this clause shall not apply to employers who employ less than 15 employees.

### 32.14 Incapacity to Pay

An employer, in a particular redundancy case, may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

## 33. Enterprise Flexibility Provisions

See Principle 11 of the Wage Fixing Principles established in the Commission's State Wage Case decision 2004, as varied from time to time.

## 34. Deduction of Union Dues

- (i) The employer shall deduct Union membership fees (not including fines or levies) from the pay of any employee, provided that:
  - (a) the employee has authorised the employer to make such deductions in accordance with subclause (ii) herein;
  - (b) the Union shall advise the employer of the amount to be deducted for each pay period applying at the employer's workplace and any changes to that amount;
  - (c) deduction of union membership fees shall only occur in each pay period in which payment has or is to be made to an employee; and
  - (d) there shall be no requirement to make deductions for casual employees with less than two months' service (continuous or otherwise).
- (ii) The employee's authorisation shall be in writing and shall authorise the deduction of an amount of Union fees (including any variation in that fee effected in accordance with the Union's rules) that the Union advises the employer to deduct. Where the employee passes any such written authorisation to the Union, the Union shall not pass the written authorisation on to the employer without first obtaining the employee's consent to do so. Such consent may form part of the written authorisation.
- (iii) Monies so deducted from employees' pay shall be remitted to the Union on either a weekly, fortnightly, monthly or quarterly basis at the employer's election, together with all necessary information to enable the reconciliation and crediting of subscription to employees' membership accounts, provided that:
  - (a) where the employer has elected to remit on a weekly or fortnightly basis, the employer shall be entitled to retain up to five per cent of the monies deducted; and
  - (b) where the employer has elected to remit on a monthly or quarterly basis, the employer shall be entitled to retain up to 2.5 per cent of the monies deducted.
- (iv) Where an employee has already authorised the deduction of Union membership fees in writing from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to commence or continue.

- (v) The Union shall advise the employer of any change to the amount of membership fees made under its rules, provided that this does not occur more than once in any calendar year. Such advice shall be in the form of a schedule of fees to be deducted specifying either weekly, fortnightly, monthly or quarterly as the case may be. The Union shall give the employer a minimum of two months' notice of any such change.
- (vi) An employee may at any time revoke in writing an authorisation to the employer to make payroll deductions of Union membership fees.
- (vii) Where an employee who is a member of the Union and who authorised the employer to make payroll deductions of Union membership fees resigns his or her membership of the Union in accordance with the rules of the Union, the Union shall inform the employee in writing of the need to revoke the authorisation to the employer in order for payroll deductions of union membership fees to cease."

## PART B

### MONETARY RATES

**Table 1 - Rates of Pay Per 38-Hour Week**

Classification	Rate per week SWC 2018 \$
Grade 1	816.70
Grade 2	841.50
Grade 3	856.70
Grade 4	880.40
Grade 5	910.20

**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Brief Description	Rate per Week from the first pay period to commence on or after 16 December 2018 \$	Rate per Shift from the first pay period to commence on or after 16 December 2018 \$
	12.1	Leading Hand Allowance		Casuals only
1		up to 5 employees	36.10	7.40
2		6 to 10 employees	40.90	9.20
3		11 to 15 employees	53.50	10.70
4		16 to 20 employees	61.70	12.40
5		Over 20 employees	61.70	12.40
6		for each employee exceeding 20,extra	0.90	0.24
7	12.2	Relieving Officer	35.90	
	12.3	First Aid Allowance		Casuals only
8		Industrial	20.30	4.10
9	12.4	Gun Allowance	13.90	2.90
10	12.5	Locomotion Allowance		All employees
11		Motor Vehicle/cycle		33.40
12		Bicycle		3.60
13	12.6	Meal Allowance		10.60
14	12.7	Fares Allowance		9.10
15	12.8	Overnight Meal Allowance		86.80
			Permanent Employees Rate Per Hour	Casual Employees Rate per Hour
16	12.9	Aviation Allowance	1.46	1.46



**APPENDIX A**

**ORDINARY TIME HOURS OF WORK - SPECIFIED SITE OR SITES**

1. This document, which records an agreement reached pursuant to 17.7.1(a), must be signed by all affected employees within one month of the arrangement being implemented. An employee who is a union member is entitled to forward a copy of the signed agreement to the Union Office.
2. The following arrangement is made pursuant to 17.7.1(a) of the Security Industry (State) Award, in regard to the following site(s):  
  
Location(s) of Site(s)
3. It is agreed between the parties that the following arrangement for extended daily ordinary hours for the above location(s) is as follows (see also attached roster(s)):
4. This agreement will take effect from the beginning of the first full pay period to commence on or after.....and will remain in force for a period of.....
5. Signed on behalf of (COMPANY NAME)  
  
(Date)
6. Signed by (employees):  
  
(All affected employees to sign as acknowledging that they agree to this arrangement)
7. Where the union is represented in negotiations relating to this agreement, the agreement is to be signed on behalf of the Union:  
  
(Union Secretary) (Date)

**APPENDIX B**

**OVERTIME AGREEMENT**

1. The following arrangement is made pursuant to 22.2 of the Security Industry (State) Award in regard to the following employee(s)  
  
Name (print) Signature
2. The employee(s) who's names and signatures appear above agree to be paid for overtime worked in accordance with 22.2 in lieu of payment in accordance with 22.1
3. This agreement once signed by all parties will take effect from the beginning of the first full pay period to commence on or after.....and will remain in force unless rescinded in writing by any party giving four weeks notice
4. SIGNED ON BEHALF OF (Company name)  
  
Name (print) Signature  
  
Position

## APPENDIX C

### ORDINARY TIME HOURS OF WORK - SPECIFIED COMPANY/EMPLOYER

1. This document records an agreement reached pursuant to 17.7.1(b) of the Security Industry (State) Award and is signed by the Company and employees (and, where appropriate, the union) as certifying that the arrangement outlined hereunder was agreed to by a majority of employees of the specified Company, in a secret ballot conducted expressly for that purpose.
2. The following arrangement is made pursuant to 17.7.1(b) of the Security Industry (State) Award, and it will apply hereafter to all employees of the specified Company employed under the provisions of the Security Industry (State) Award, unless and until rescinded by either party pursuant to the provisions of 17.7.3 of the award.
3. It is agreed between the Company and its employees (and, where appropriate, the Union) that the arrangement for extended daily ordinary hours of work which are outlined below and/or which are described in the attached rosters will hereafter apply to all employees of the Company.
4. This agreement takes effect from the beginning of the first full pay period to commence on or after.....and remains in force for a period of.....
5. Signed on behalf of (COMPANY NAME)  
  
(Date)
6. Signed on behalf of employees and/or the Union:  
  
Employee representative/  
  
Union Secretary (Date)

## APPENDIX D

### NATIONAL TRAINING WAGE PROVISIONS

#### 1. Arrangement

Clause No.	Subject Matter
1.	Arrangement
2.	Application
3.	Objective
4.	Definitions
5.	Training Conditions
6.	Employment Conditions
7.	Wages
8.	Special Arrangements
9.	Additionally and Licensing
10.	Monitoring of Agreement

#### 2. Application

- 2.1 Subject to 2.1.1.2, this appendix applies to persons:
  - 2.1.1 who are undertaking a Traineeship (as defined); and
    - 2.1.1.1 who are employed by an employer bound by this Appendix.

- 2.1.1.2 Despite the foregoing, this appendix does not apply to employees who were employed by an employer bound by this appendix prior to the date of approval of a traineeship scheme relevant to the employer, except where agreed between the employer and the union.
- 2.2 This appendix does not apply to the apprenticeship system.
- 2.3 At the conclusion of the traineeship, this appendix ceases to apply to the employment of the trainee and the award will then apply to the former trainee.

### 3. Objective

The objective of this Appendix is to assist in the establishment of a system of traineeships which provides approved training in conjunction with employment in order to enhance the skill levels and future employment prospects of Trainees, particularly young people, and the long term unemployed. The system is neither designed nor intended for those who are already trained and job ready. It is not intended that existing employees be displaced from employment by Trainees. Nothing in this award replaces the prescription of training requirements in the award.

### 4. Definitions

- 4.1 "Approved Training" means training undertaken (both on or off-the-job) in a Traineeship and will involve formal instruction, both theoretical and practical, and supervised practice in accordance with a Traineeship Scheme approved by the State Training Authority. The training will be accredited and lead to qualifications as set out in 5.7.
- 4.2 "Relevant Award" means the Security Industry (State) Award that applies to a Trainee, or that would have applied, but for the operation of this Appendix.
- 4.3 "Relevant Union" means the Australian Liquor, Hospitality and Miscellaneous Workers Union.
- 4.4 "Trainee" means an employee who is bound by a Traineeship Agreement made in accordance with this Appendix.
- 4.5 "Traineeship" means a system of training which has been approved by the State Training Authority or which meets the requirements of a National Training Package developed by the Property Services Industry Training Advisory Board and endorsed by the National Training Framework Committee and which leads to an Australian Qualifications Framework qualification specified by that National Training Package at Levels 2 and 3.
- 4.6 "Traineeship Agreement" means an agreement made subject to the terms of this Appendix between an Employer and the Trainee for a Traineeship and which is registered with the State Training Authority or under the provisions of the State legislation. A Traineeship Agreement must be made in accordance with the relevant approved Traineeship Scheme and must not operate unless this condition is met.
- 4.7 "Traineeship Scheme" means an accredited training program consistent with the National Training Package applicable to security industry employees. A Traineeship Scheme will not be given approval unless consultation and negotiation with the relevant Union upon the terms of the proposed Traineeship Scheme and the Traineeship have occurred. An application for approval of a Traineeship Scheme must identify the relevant Union and demonstrate to the satisfaction of the approving authority that the abovementioned consultation and negotiation have occurred. A Traineeship Scheme must include a standard format, which may be used for a Traineeship Agreement.
- 4.8 "Parties to a Traineeship Scheme" means the employer and the relevant Union involved in the consultation and negotiation required for the approval of a Traineeship Scheme.
- 4.9 "Appropriate State legislation" means the *Vocational Education and Training Act 2005* (NSW)
- 4.10 "State Training Authority" means the NSW Department of Education and Training or its successor.

- 4.11 "Training program" means an accredited training program, which must provide for training and training related employment for a minimum of six months in the case of full-time trainees and up to a maximum twelve months in the case of part-time trainees. However, the traineeship program may be extended by agreement where an individual's assessment indicates a longer period is necessary to achieve the qualification sought.

## 5. Training Conditions

- 5.1 A traineeship must not commence until the relevant traineeship agreement, made in accordance with a traineeship scheme, has been signed by the employer and the trainee and lodged for registration with the state training authority, provided that if the traineeship agreement is not in a standard format a traineeship must not commence until the traineeship agreement has been registered with the state training authority. The employer must ensure that the trainee is permitted to attend the training course or program provided for in the traineeship agreement and must ensure that the trainee receives the appropriate on-the-job training.
- 5.2 The trainee must attend an approved training course or training program prescribed in the traineeship agreement or as notified to the trainee by the state training authority.
- 5.3 A substantial proportion of the traineeship program will be delivered through on-the-job training and instruction. Such training must:
- 5.3.1 be specified in the training program;
  - 5.3.2 where possible, be incorporated in the normal duties of a trainee; and
  - 5.3.3 must be paid in accordance with clause 8 of this appendix.
- 5.4 In addition to the on-the-job training component, a trainee will be expected to attend some off-the-job training. This will be to a maximum of 20% of an individual's total time spent in the traineeship.
- 5.5 The employer must roster work in such a way as to take account of an individual's off-the-job training commitments including any requirement for an individual to attend off-the-job training.
- 5.6 During the traineeship period, the employer must provide a level of supervision in accordance with the traineeship agreement and clause 10 of this appendix.
- 5.7 Training must be directed to:
- 5.7.1 the achievement of entry level competencies required for security industry, including key competencies, at AQF Level 2
  - 5.7.2 the achievement of an accredited Certificate at AQF Level 3 or above that is awarded on the basis of achieving the competencies specified by the Traineeship.
  - 5.7.3 The employer must submit all training agreements to the traineeship monitoring committee at Suite 2B, 187 Thomas Street, Haymarket NSW 2000, established in clause 11 of this agreement, within 28 days of lodging the traineeship agreement with the relevant new apprenticeship centre. The committee must keep the terms of the traineeship agreement private and confidential.

## 6. Employment Conditions

- 6.1 A trainee will be engaged as a full-time or a part-time employee for a maximum of one year's duration. However, a trainee will be subject to a satisfactory probation period of up to one month which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the state training authority, the relevant employer and the trainee may vary the duration of the traineeship and the extent of approved training provided that any agreement to vary is in accordance with the relevant traineeship scheme.

## 6.2 Termination of employment during traineeship

- 6.2.1 The employer must not terminate the employment of a Trainee without firstly having provided in writing notice of termination to the Trainee concerned in accordance with the Traineeship Agreement and subsequently to the State Training Authority. The written notice to be provided to the relevant State Training Authority must be provided within 5 working days of the termination.
- 6.2.2 No existing employee can be terminated in any manner other than pursuant to this award under which they are employed at the time of commencement of the Traineeship.
- 6.2.3 An employer who chooses not to continue the employment of a trainee upon the completion of the traineeship must notify, in writing, the state training authority of their decision.
- 6.3 The trainee must be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the traineeship agreement.
- 6.4 Where the employment of a trainee by an employer is continued after the completion of the traineeship period, such traineeship period must be counted as service for the purposes of the award or any other legislative entitlements.
- 6.5 The traineeship agreement may restrict the circumstances under which the trainee may work overtime and shiftwork in order to ensure the training program is successfully completed.
- 6.6 No trainee may work overtime or shiftwork on his or her own unless consistent with the provisions of the award.
- 6.7 No trainee may work shiftwork unless the parties to a traineeship scheme agree that such shiftwork makes satisfactory provision for approved training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shiftwork trainees.
- 6.8 All other terms and conditions of the award that are applicable to the trainee or would be applicable to the trainee but for this appendix apply unless specifically varied by this appendix.
- 6.9 A trainee who fails to either complete the traineeship or who cannot for any reason be placed in full-time employment with the employer on successful completion of the traineeship will not be entitled to any severance payments payable pursuant to termination, redundancy provisions or similar provisions.
- 6.10 The training provider will develop and support the training program in accordance with the requirements of the AQF accreditation and the State Training Authority requirements for the delivery of the approved traineeship.
- 6.11 Existing employees who undertake a traineeship under this award must have no change in their employment status or entitlements under the agreement as a consequence of undertaking such traineeship.

## 7. Wages

- 7.1 The weekly wages payable to trainees are as provided in this clause.
- 7.2 A trainee's weekly wage rate is the relevant weekly wage rates which would otherwise have applied under this award or proportionately for part-time employees provided that off-the-job training will be unpaid.

### **8. Special Arrangements**

Subject to the foregoing, the NSW Industrial Relations Commission may be requested to determine the appropriate wage rates and/or conditions of employment for any Traineeship not regarded by the parties or any of them as appropriately covered by this Appendix.

### **9. Additionally and Licensing**

- 9.1 Trainees will not be required to perform any duties which will conflict with licensing requirements, e.g. they will not carry firearms until licensed.
- 9.2 Trainees will receive the same level of supervision as is received by new employees engaged under probation, Such supervision must continue for a period of at least three months.
- 9.3 For the first month of the level 2 traineeship, a trainee security officer must be rostered with at least one other guard on shift at the same site who is accessible to the trainee.

### **10. Monitoring of Agreement**

- 10.1 The parties to this appendix agree to the establishment of an industry committee to monitor the impact of the traineeship across the industry.
- 10.2 Such committee will be known as the traineeship monitoring committee and will meet 4 times a year.
- 10.3 The committee will comprise:
  - 10.3.1 One representative from ASIAL
  - 10.3.2 One representative from United Voice
  - 10.3.3 One representative from the Property Services Training Co.

P. M. KITE, *Chief Commissioner*

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**NURSES (PRIVATE SECTOR) REDUNDANCY (STATE) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 288399 of 2018)

Before Chief Commissioner Kite

9 November 2018

**REVIEWED AWARD****1. Arrangement**

Clause No.	Subject Matter
1.	Arrangement
2.	Title
3.	Application
4.	Introduction of Change
5.	Redundancy
6.	Termination of Employment
7.	Severance Pay
8.	Grievance and Dispute Resolution Procedures
9.	Savings Clause
10.	Area, Incidence and Duration

**2. Title**

This award shall be known as the Nurses (Private Sector) Redundancy (State) Award.

**3. Application**

- (i) In respect to employers who employ 15 or more employees immediately prior to the termination of employment of the employees, in the terms of clause 6, Termination of Employment.
- (ii) Notwithstanding anything contained elsewhere in this award, this award shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (iii) Notwithstanding anything contained elsewhere in this award, this award shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

**4. Introduction of Change**

- (i) Employer's Duty to Notify
  - (a) Where an employer has made a definite decision to introduce major changes in production, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that, where an award referred to in subclause (i) of clause 3, Application, makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(ii) **Employer's Duty to Discuss Change**

- (a) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in the said subclause (i).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## **5. Redundancy**

### Discussions before Termination

- (a) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone pursuant to paragraph (a) of subclause (i) of clause 4, Introduction of Change, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause (a) of this clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

## **6. Termination of Employment**

(i) **Notice for Changes in Production, Programme, Organisation or Structure**

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with paragraph (a) of subclause (i) of clause 4, Introduction of Change.

- (a) In order to terminate the employment of an employee the employer shall give to the employee the following notice:



Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(ii) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph (a) of subclause (i) of the said clause 4.

- (a) In order to terminate the employment of an employee, the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the 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.

(iii) Time Off during the Notice Period

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(iv) Employee Leaving during the Notice Period

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

(v) Statement of Employment

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

(vi) Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories

of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(vii) Centrelink Employment Separation Certificate

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

(viii) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in subclause (i) of the said clause 4, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks notice still owing.

(ix) Notice Required by an Award

The period of notice prescribed by this clause shall be in substitution for any notice required by an award listed in subclause (i) of clause 10, Area, Incidence and Duration.

### 7. Severance Pay

(i) Where the employment of an employee is to be terminated pursuant to clause 6, Termination of Employment, subject to further order of the Industrial Relations Commission of New South Wales, the employer shall pay the following severance pay in respect of a continuous period of service.

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

Years of Service	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 of age or over, the entitlement shall be in accordance with the following scale:

Years of Service	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) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-award payments, shift penalties and allowances specified in paragraph (d) of this subclause paid in accordance with the award covering the wages and conditions of the employee.

- (d) For the purposes of this clause, the following allowances in paragraphs (a) and (b) of subclause (i) of Clause 9 Special Allowances, and subclauses (i) and (ii) of Clause 11, Climatic and Isolation Allowance. In the Nursing Homes, &c., Nurses (State) Award published 27 January 2012 (372 I.G. 621) along with the most recent wage and allowance variation of IRC Matter No. 2018/00280889.
- (e) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under paragraphs (a) and (b) of this subclause.

(iii) Incapacity to Pay

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

The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in the said subclause (i) will have on the employer.

(iv) Alternative Employment

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

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

(i) Procedures relating to Grievances of Individual Employees

- (a) The employee is required to notify the employer (in writing or otherwise) as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.
- (b) 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.
- (c) Reasonable time limits must be allowed for discussion at each level of authority.
- (d) 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.
- (e) While a procedure is being followed, normal work must continue.
- (f) The employee may be represented by an industrial organisation of employees.

(ii) Procedures relating to Disputes, etc., between Employers and their Employees

- (a) A question, dispute or difficulty must initially be dealt with as close to its source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (b) Reasonable time limits must be allowed for discussion at each level of authority.
- (c) While a procedure is being followed, normal work must continue.
- (d) The employer may be represented by an industrial organisation of employers and the employees may be represented by an industrial organisation of employees for the purposes of each procedure.

### 9. Savings Clause

Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

### 10. Area, Incidence and Duration

- (i) This award shall apply to all full-time and part-time employees in classifications specified in the Nursing Homes, &c., Nurses (State) Award.
- (ii) This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the Nurses (Private Sector) Redundancy (State) Award published 27 January 2012 (372 I.G. 621), as varied.
- (iii) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 9 November 2018.
- (iv) This award remains in force until varied or rescinded, the period for which it was made having already expired.

P. M. KITE, *Chief Commissioner*

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## **CROWN EMPLOYEES (OFFICE OF SPORT - CENTRE MANAGERS) AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 287223 of 2018)

Before Chief Commissioner Kite

13 March 2019

### **REVIEWED AWARD**

#### **PART A**

##### **Arrangement**

##### PART A

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

##### PART B

##### MONETARY RATES

Table 1 - Salaries

Table 2 - Annual Allowance

##### APPENDIX 1

Centre Locations

#### **1. Title**

1.1 This award will be known as the Crown Employees (Office of Sport - Centre Managers) Award.

## 2. Definitions

"Agency" refers to the Office of Sport.

"Agency Head" means the Chief Executive of the Office of Sport.

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

"Centre Manager" means an employee occupying a role of Centre Manager in a residential Centre.

"Chief Executive" means the Chief Executive of the Office of Sport.

"Executive Director" means the Executive Director Sport and Recreation Services of the Sport and Recreation Services Group of the Office of Sport.

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

"Employee" means and includes all persons employed under the provisions of the *Government Sector Employment Act 2013* and who, as at the operative date of this award, were occupying one of the roles covered by this award or who, after that date, are appointed to or employed in any of such roles.

"Events Coordinator" means an employee assigned to a role of Events Coordinator at a non-residential Centre

"Operations Coordinator" means an employee assigned to a role of Operations Coordinator at a non-residential Centre.

"Program Coordinator" means an employee occupying a role of Program Coordinator in a Centre.

"Regional Director" means a Regional Director of the Sport and Recreation Services Group of the Office of Sport.

"Service" means continuous service with the Agency in a role covered by the award.

"Service Co-ordinator" means an employee occupying a role of Services Co-ordinator in a Centre.

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

"Venue Manager" means an employee occupying a role of Venue Manager at a non-residential Centre

## 3. Parties

3.1 This award has been made between the following parties:

Industrial Relations Secretary

Office of Sport

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

## 4. Classifications

4.1 The classifications covered by this award are:

Centre Manager (formerly known as General Manager)

Venue Manager

Program Coordinator (formerly known as Client Services Coordinator)

Operations Coordinator (formerly known as Operations Manager)

Events Coordinator (formerly known as Events Manager)

Service Co-ordinator

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

- 4.2 Roles are classified in accordance with the classification and grading system approved by the Industrial Relations Secretary.

## 5. Appointment and Qualification Requirements

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

## 6. Salaries

- 6.1 This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries and allowances payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B - Tables 1 & 2 of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

### 6A. Calculation of Service

- 6A1 In calculating years of service for the purpose of this award the following periods are not taken into account:
- (a) Any period in respect of which an increment is refused in accordance with clause 14, Increments, of the Government Sector Employment Regulation 2014;
  - (b) Any leave of absence without pay exceeding five days in any incremental year;
  - (c) Any period necessary to give full effect to a reduction in salary imposed under sections 68 Unsatisfactory performance of government sector employees and 69 Misconduct - Public Service and other prescribed government sector employees the *Government Sector Employment Act 2013*."

## 7. General Conditions of Employment

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

## **8. Saving of Rights**

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

## **9. Hours of Duty**

- 9.1 The contract working hours will be 35 hours per week averaged over a four week period. Rostered hours of duty may include any day of the week including Saturday, Sunday and public holidays.
- 9.2 Employees shall be rostered for 19 days within a four week roster cycle.
- 9.3 Employees shall not be rostered for more than 10 consecutive calendar days over any period.
- 9.4 Employees are entitled to nine days rostered off duty including a minimum of two x two consecutive rostered days off in any four week roster cycle. Where it is not possible to roster 9 days off in a four week roster cycle, the days not taken may be carried over and utilised in the next two roster cycles. If not taken in the next two roster cycles the entitlement shall be forfeited, subject to the provisions of subclause 9.5 of this Award.
- 9.5 Where exceptional circumstances arise and it appears that the employee will not be able to take rostered days off carried over in accordance with subclause 9.4 or subclause 11.8 of this Award, the Regional Director may approve the rostered days off being carried forward provided the employee and their supervisor devise a strategy in writing to ensure that the rostered days off are taken. The identified strategy must be reported to and authorised by the Regional Director.
- 9.6 Hours of duty shall be determined by way of roster, which shall be displayed in an area available to all employees not less than seven days prior to the commencement of the four week roster cycle.
- 9.7 Weekend and public holiday duty is based on client demand at the Centre and shall be allocated equitably between the employees covered by this Award.

## **10. Residential Requirements**

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

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

- 11.1 Employees are entitled to an annual allowance as specified in Table 2 - Annual Allowance, of Part B, Monetary Rates, and 25 days' recreation leave as compensation for out-of-hours, weekend and public holiday work, for being on-call and for duty undertaken after being "called" for duty. Recreation leave will be administered consistent with general public sector provisions.
- 11.2 The annual allowance will be adjusted in accordance with the Crown Employees (Public Sector - Salaries 2018) Award or any replacement award.
- 11.3 "On call" is defined as being available for additional duties, when not on duty performing rostered weekly contract hours. Employees are required to be on call to perform such additional duties (e.g. emergencies) on a rostered basis.
- 11.4 On-call duty shall be rostered equitably at each Centre between the employees covered by this Award.
- 11.5 A Centre Manager of a residential Centre may call for expressions of interest from employees in roles other than those roles covered by this award who wish to be considered as alternative on-call employees.



This may only be instituted on a long-term basis where there are only two roles covered by this award in the staffing structure. No alternative employee can be forced to assume on-call responsibilities. Any such arrangement must be by agreement between the individual employee and the Centre Manager and will be subject to the approval of the Executive Director. The Executive Director will determine if the nominated employee is required to reside on-site.

- 11.6 The annual allowance may also be paid on a short-term temporary basis to an employee in a role other than those roles covered by this award when the normal recipient is on leave for a period of at least one week. The allowance is payable for the whole period of leave and not only for those days that the temporary recipient is rostered on-call.
- 11.7 Employees selected in terms of subclause 11.5 of this clause to perform on-call duties are deemed to be within the coverage of this award for the purposes of performing on-call duties, recall to duty whilst on-call and receiving the annual allowance as specified in Table 2 - Annual Allowance, of Part B, Monetary Rates.
- 11.8 The annual allowance is payable on a pro-rata basis for part time duty or part year assignments to roles within the coverage of this role or to persons deemed to be within the coverage of this award.
- 11.9 All on-call conditions as determined by this clause shall apply to those employees selected. If an employee already receives an allowance for similar after-hours responsibilities under another industrial instrument, the total of their on-call duties will not exceed the total of their duties under the first instrument.
- 11.10 Employees required to be called for duty whilst not rostered on duty and not rostered on call shall be entitled to the equivalent time off within the roster cycle. Where it is not possible for time off within that cycle, the time may be carried forward for a maximum of two roster cycles and must be taken in that period. If not taken the entitlement shall be forfeited, subject to the provisions of subclause 9.5 of clause 9 Hours of Duty of this Award.
- 11.11 The annual allowance is an all-inclusive payment that represents compensation for all incidences of employment.
- 11.12 No additional entitlement accrues for employees who are called to perform duty whilst on call.

## **12. Annual Leave Loading**

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

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

- 13.1 The union shall provide the Agency with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- 13.2 The union shall advise the Agency of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the Agency at least one month in advance of the variation taking effect.
- 13.3 Subject to subclauses 13.1 and 13.2, the Agency shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the Agency to make such deductions.
- 13.4 Monies so deducted from the employee's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 13.5 Unless other arrangements are agreed to by the Agency and the union, all union membership fees shall be deducted on a fortnightly basis.

- 13.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deduction to continue.

#### **14. Anti-Discrimination**

- 14.1 It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 14.2 It follows that, in fulfilling their obligations under the Grievance and Dispute Settling Procedures prescribed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 14.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 14.4 Nothing in this clause is to be taken to affect:
- 14.4.1 Any conduct or act which is specifically exempted from anti-discrimination legislation;
- 14.4.2 Offering or providing junior rates of pay to persons under 21 years of age;
- 14.4.3 Any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977*;
- 14.4.4 A party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 14.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 14.5.1 Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- 14.5.2 Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- "Nothing in the Act affects... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

#### **15. No Extra Claims**

- 15.1 The no extra claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2018) Award shall apply to employees covered by this award.

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

- 16.1 This award shall apply to all employees employed by the Office of Sport who, at the operative date of this award, are employed in the classifications specified in clause 4, Classifications at the locations specified at Appendix 1 of this award.
- 16.2 Employees selected in terms of subclause 11.5 of clause 11 of this award to perform on-call duties are deemed to be within the coverage of this award for the purposes of performing on-call duties, recall to duty whilst on-call and receiving the annual allowance as specified in Table 2 - Annual Allowance, of Part B, Monetary Rates.

- 16.3 The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions provided for by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2018) Award or any replacement awards.
- 16.4 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 13 March 2019.
- 16.5 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Office of Sport - Centre Managers) Award published 15 January 2016 (378 I.G. 1297), as varied.
- 16.6 This award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Table 1 of Part B of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

Annual incremental progression within a grade or broad banded grades shall be on the anniversary of assignment to a role; and subject to satisfying the provisions of clause 13, Increments, of the Government Sector Employment Regulation 2014.

**Table 1 - Salaries**

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

**Table 2 - Annual Allowances**

Allowance	1.7.18 Per annum 2.50% \$
Annual allowance (Clause 11)	11,603

## APPENDIX 1

### Centre Locations

#### Residential Venues

Berry Sport and Recreation Centre  
BERRY 2535

Borambola Sport and Recreation Centre  
WAGGA WAGGA 2650

Broken Bay Sport and Recreation Centre  
BROOKLYN 2083

Lake Ainsworth Sport and Recreation Centre  
LENNOX HEAD 2478

Lake Burrendong Sport and Recreation Centre  
MUMBIL 2820

Jindabyne Sport and Recreation Centre  
JINDABYNE 2627

Lake Keepit Sport and Recreation Centre  
GUNNEDAH 2380

Milson Island Sport and Recreation Centre  
BROOKLYN 2083

Myuna Bay Sport and Recreation Centre  
DORA CREEK 2264

Point Wolstoncroft Sport and Recreation Centre  
GWANDALAN 2259

Sydney Academy of Sport and Recreation  
NARRABEEN 2101

Non-Residential Venues  
Sydney International Equestrian Centre  
HORSLEY PARK NSW 2164

Sydney International Shooting Centre  
CECIL PARK NSW 2171  
HILL TOP NSW 2575

P. M. KITE, *Chief Commissioner*

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(1179)

**SERIAL C8979**

**CROWN EMPLOYEES (OFFICE OF ENVIRONMENT AND  
HERITAGE AND THE OFFICE OF ENVIRONMENT PROTECTION  
AUTHORITY) GENERAL AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 287085 of 2018)

Before Chief Commissioner Kite

27 November 2018

**REVIEWED AWARD**

**1. Arrangement**

**PART A**

Clause No.	Subject Matter
1.	Arrangement
2.	Definitions
3.	Memorandum of Understanding
4.	Parties
5.	Salaries
6.	Salary System
7.	Qualifications
8.	On Call Allowance for Public Affairs Officers and Information Management & Communications Technology (IM&CT) Officers
9.	Working Hours including Flexible Working Hours
10.	Overtime
11.	Excess Travelling Time
12.	Irregular Shift Work
13.	Annual Leave Loading
14.	Families and Field Work
15.	After Hours Incident Service (AHIS)
16.	Out of Hours Disturbance Supervising Officers
17.	Declared Incidents
18.	Study Assistance
19.	Salary Packaging Arrangements, including Salary Sacrifice to Superannuation
20.	No Extra Claims
21.	Union Delegates Rights and Obligations
22.	Industrial Grievance Procedure
23.	Anti-Discrimination
24.	Deduction of Union Membership Fees
25.	Area, Incidence and Duration

**PART B**

**MONETARY RATES**

Schedule 1 - Salaries

## PART C

## Memorandum of Understanding

**PART A****2. Definitions**

"Award" means any Award made under the *Industrial Relations Act 1996*.

"Chairperson of the Authority" means the Chairperson of the Environment Protection Authority.

"Chief Executive" means the Chief Executive of the Office of Environment and Heritage (OEH).

"Class" means a Class listed in sub-clause 6.8, of clause 6 - Salary System, of this Award.

"Declared incident" means an unscheduled activity in the National Parks and Wildlife Group (NPWS) of OEH such as wildfire suppression, wildlife rescue, flood and storm relief, search and rescue, cetacean stranding, accident and substance spill attendance, or as otherwise approved by the Chief Executive or their delegate (N.B. Does not include hazard reductions in NPWS).

"Delegate" means an employee who has been delegated certain powers by the Chief Executive, the Chairperson or the Departmental Secretary where appropriate pursuant to section 17 of the *Government Sector Employment Act 2013*.

"Departmental Secretary" means the Secretary of the Department of Planning and Environment.

"Determination" means any Determination made by the Industrial Relations Secretary pursuant to the provisions of section 52 of the *Government Sector Employment Act 2013*.

"DPE" means the Department of Planning and Environment (DPE).

"Employee" means and includes all persons employed from time to time under the provisions of the *Government Sector Employment Act 2013*.

"Employer for Industrial Purposes" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

"Employer for all purposes other than Industrial" means, for the Office of Environment and Heritage, the Chief Executive, for the Office of the Environment Protection Authority, the Chairperson and for Department of Planning and Environment, the Secretary.

"EO" means Environment Officer.

"EPA" means the Environment Protection Authority (EPA).

"Grievance" is any workplace problem that is a concern, complaint or allegation raised internally by an employee against another employee and requires resolution.

"Industrial Agreement" means an Industrial Agreement under the *Industrial Arbitration Act 1940* that is continued in force by the provisions of the *Industrial Relations Act 1996*.

"Memorandum of Understanding" means the document signed by the parties to this Award on 10 August 2006.

"OEH" means the Office of Environment and Heritage (OEH).

"Organisation" means the Office of Environment and Heritage and the Environment Protection Authority (Organisation).

"Organisation Head" means the Chief Executive of the Office of Environment and Heritage, the Chairperson of the Environment Protection Authority or the Secretary of the Department of Planning and Environment.

"NPWS" means the National Parks and Wildlife Service of the Office of Environment and Heritage.

"Public Sector Agreement" means any Agreement made pursuant to the provisions of section 51 of the *Government Sector Employment Act 2013* or any successor or replacement legislation or any matter covered by the Administrative Arrangements Order 2014.

"Reporting Officer" means an employee who has direct supervisory responsibility for an employee, for performance management and reporting purposes.

"Salary Point" means a salary nominated within a Class.

"Salary Scale" means the whole set of salaries payable under this Award.

"Secretary" means the Industrial Relations Secretary, as established under the *Government Sector Employment Act 2013*.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales, or the Association of Professional Engineers, Scientists and Managers Australia, (Professionals Australia) NSW Branch, having regard to their respective coverage.

### 3. Memorandum of Understanding

The Memorandum of Understanding at Part C was signed by the parties to this Award on 10 August 2006 and should, where appropriate be read in conjunction with this Award.

### 4. Parties

4.1 The Parties to this Award are:

- (i) Industrial Relations Secretary, Chief Executive of the Office of Environment and Heritage (OEI) and the Chairperson of the Environment Protection Authority (EPA), Secretary of the Department of Planning and Environment (DPE);
- (ii) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (iii) Association of Professional Engineers, Scientists and Managers, Australia, NSW Branch (known as Professionals Australia).

4.2 In this Award "the Association" or "the Union" means:

- (i) The Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales; and
- (ii) Professionals Australia in respect of:
  - (a) Professional Engineers as defined in the rules of Professionals Australia which, without limiting that category includes:
    - (i) Persons employed in the classification of Engineer;
    - (ii) Persons performing professional engineering work; and
  - (b) Existing members of the Professionals Australia to the extent that they do not come within paragraph 4.2(ii)(a).

## 5. Salaries

- 5.1 This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries and allowances payable to employees shall be in accordance with that award or any award replacing it. The rates set out in Part B, Schedule 1 of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

## 6. Salary System

- 6.1 The entitlements to salary packaging for employees covered by this award shall be in line with the entitlements set out in clause 5 of the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.
- 6.2 The level of assignment to a salary point within a Class will be determined by the Organisation Head or delegate, following assessment of an applicant's past work experience in a related field and/or relevant skill levels and/or educational qualifications. Where an employee is promoted to a higher Class, they will move to the minimum salary point of the higher Class, or at least one salary point above their current substantive salary, whichever is the higher.
- 6.3 Employees who possess the Higher School Certificate or equivalent will be assigned to no less than the 2nd salary point of Class 1 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.4 Any employee aged 21 years or over will be assigned to no less than the salary prescribed for Class 1 salary point 4 as set out in Schedule 1 subject to any agreed Salary and Benefit Packaging arrangement.
- 6.5 Movement from one salary point to another within a Class will be subject to the Organisation's Performance, Development and Feedback framework as agreed to by the parties.
- 6.6 Movement from Class to Class will be by way of assignment to a vacancy except in the circumstances described in paragraph 6.8.7 below.
- 6.7 Environment Officer 2-7 Classification Scale
- 6.7.1 From the date of the making of this Award roles classified as EO 2-7 on the salary scale will be filled by new graduates, as part of the Graduate Recruitment Program and shall be paid in accordance with the salary scale in Table 1 below.
- 6.7.2 In limited circumstances the EO 2-7 classification may be applied for specialist roles where recruitment to such roles under a differing classification scale has proven to be unsuccessful.
- 6.7.3 The relevant salary points on the EO 2-7 are shown in Table 1 below.

**Table 1**

Point 1	Class 2	Salary Point 3
Point 2	Class 3	Salary Point 2
Point 3	Class 4	Salary Point 2
Point 4	Class 5	Salary Point 2
Point 5	Class 6	Salary Point 2
Point 6	Class 7	Salary Point 1
Point 7	Class 7	Salary Point 2
Point 8	Class 7	Salary Point 4

- 6.7.4 Employees with a recognised 3 year degree or qualifications deemed by the OEH, EPA or DPE as equivalent will be assigned to point 1 on the EO 2-7 salary scale.
- 6.7.5 Employees with a recognised 4 year degree or higher or qualifications deemed by the OEH, EPA or DPE as equivalent will be assigned to point 2 on the EO 2-7 salary scale.



6.7.6 Employees on the above scale shall be eligible to progress beyond Class 6 Salary Point 2 subject to:

- (i) the availability of work at the higher level in the employee's discipline/s; and
- (ii) demonstrated ability and capacity to undertake more responsible work, as deemed appropriate by the OEH, EPA or DPE having regard to the employee's discipline/s.

6.7.7 For employees on the above scale, work will be redesigned from time to time, in accordance with the agreed process, to ensure that the work performed by the employee is commensurate with the Class that they currently occupy.

6.7.8 Progression beyond Class 7 Salary Point 4 will be by way of promotion to a vacant role.

### **7. Qualifications**

7.1 The parties to this Award have agreed that qualifications are not to be used as barriers to assignments or promotion, however, where appropriate (e.g. for technical, competency and legal requirements), role descriptions will include qualifications.

### **8. On Call Allowance for Public Affairs Officers and Information Management & Communications Technology (IM&CT) Officers**

8.1 A weekly allowance of \$199 per week (of 7 days) shall be paid to employees of the Public Affairs Branch or IM&CT Branch who are directed to be on call.

8.2 The payment shall cover all time outside the normal working hours that the employee is required to be available for contact and immediate response to a call.

8.3 Only in exceptional circumstances would the OEH, EPA or DPE require an employee to be on call for a period of less than 7 days. Where a period of on call is for less than 7 days, a pro-rata to a minimum of one day will apply for each day the employee is required to be on call. The daily allowance will equate to \$28.46 per day.

8.4 Where the call results in the employee returning to work or performing more than minor follow-up work (i.e. where two or more further calls are required and this takes more than 15 minutes), the employee shall be entitled to overtime for the actual time spent responding to the call or a minimum of 3 hours overtime, whichever is the greatest.

8.5 The allowance shall compensate the employee for minor follow up work that may result from the call.

8.6 Where an employee is required to return to work again after the initial call out, the employee shall be paid for the actual time spent attending the second and subsequent call outs.

8.7 Extension of this provision to other work areas, classifications or specific jobs will be done in consultation with the Union.

### **9. Working Hours Including Flexible Working Hours**

9.1 So as to ensure consistent application of the new provisions across the Organisation the commencement date for the provisions set out in this clause of the Award shall be as agreed between the parties.

9.2 Ordinary Working Hours

9.2.1 Full-time ordinary working hours shall be 35 hours per week, Monday to Friday.

9.3 Bandwidth

(i) Bandwidth is the period during the day when staff may record time worked and accrue flex time.

### 9.3.1 Standard Bandwidth

- (i) The Standard Bandwidth is 10.5 hours commencing at 7:30 a.m. and ceasing at 6:00 p.m.
- (ii) The maximum number of hours that can be recorded as being worked under this bandwidth is 10 hours (10.5 hours less a 0.5 hour lunch break).
- (iii) This will be the bandwidth that an employee covered by this Award operates under unless their bandwidth is varied as per paragraph 9.3.2 below.

### 9.3.2 Varied Bandwidth

- (i) The Standard Bandwidth starting and finishing times may only be varied in circumstances where prior approval has been granted for such a variation by the employee's supervisor or Reporting Officer. A variation may apply to a group of employees or an individual.

## 9.4 Coretime

- (i) Coretime is the specified period during the day when employees are required to be on duty, unless on authorised leave.

### 9.4.1 Standard Coretime

- (i) The Standard Coretime hours will be 10:00 a.m. to 3:00 p.m. The maximum (unpaid) meal break which can be taken by an employee during Standard Coretime is 2.5 hours (as per paragraph 9.5.1 below), such that the minimum an employee must work during Coretime, exclusive of a meal break, is 3.5 hours.

### 9.4.2 Varied Coretime

- (i) The Standard Coretime may only be varied in circumstances where prior approval has been granted for such a variation by the employee's supervisor or Reporting Officer. A variation may apply to a group of employees or an individual.

## 9.5 Meal Breaks

9.5.1 An employee on the Standard Bandwidth and Standard Coretime is entitled to take a meal break between the hours of 11:30 a.m. and 2:30 p.m. The minimum meal break is 30 minutes and the maximum is 2.5 hours.

9.5.2 An employee working a Variable Bandwidth and/or Coretime may take their meal break at a time agreed between the employee and their supervisor or Reporting Officer. The minimum meal break is 30 minutes and the maximum is 2.5 hours. An employee shall not be required to be on duty for more than 5 hours from the time of commencement without a meal break.

## 9.6 Accrual and the taking of flex leave

9.6.1 Employees are able to take 14 hours i.e. two (2) flex leave days off in a settlement period, as long as they have accumulated enough hours to do so.

9.6.2 With prior management approval, employees may accumulate a credit balance of 14 - 35 hours to enable them to have up to 5 flex leave days in a settlement period, to be taken at a mutually convenient time.

9.6.3 Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the Award provisions.

- 9.6.4 Supervisors will have full and open 24 hour access to an employee's time sheet records and records pertaining to an employee's flex leave.
- 9.6.5 Employees may carry forward to the next settlement period, in accordance with paragraphs 9.6.1 and 9.6.2 above a credit balance of up to 35 hours or a debit balance of 10 hours.
- 9.6.6 Flex leave can be taken at either the beginning or end of a period of leave.
- 9.6.7 Flex leave can be taken as either half days or full days. Time outside the bandwidth will not accrue to flex time balance.
- 9.6.8 Employees must have prior approval before taking flex leave.
- 9.6.9 On cessation of duty Flex Credits will be dealt with in accordance with sub-clause 21(n) of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

### **10. Overtime**

- 10.1 General overtime conditions of employees under this Award shall be regulated in accordance with the provisions contained within the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

### **11. Excess Travelling Time**

- 11.1 Time spent travelling within the time prescribed, as defined under clause 27 of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award:
- (i) Before the agreed bandwidth commences, and up to 1 hour thereafter, and
  - (ii) From one hour prior to the end of the agreed bandwidth, shall be able to be claimed as 'Travelling time'.
- 11.2 Provided that travelling time shall not include any period of travel between 11:00 p.m. on any one day and the start of the employee's bandwidth on the following day where the employee has travelled overnight and sleeping facilities have been provided for the employee.
- 11.3 Where organisational requirements prevent an employee taking Time In Lieu for Excess Travelling Time under the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award it will be paid out on application.
- 11.4 The accrued time in lieu may be added to the employee's Accrued Flex hours under sub-clause 9.6 to be taken at a mutually convenient time but at all times the nature of the time being accrued i.e. time in lieu or flex time, must be clearly distinguished and recorded by the employee.

### **12. Irregular Shiftwork**

- 12.1 From time to time the OEH, EPA or DPE may request an irregular or infrequent shift to be performed during the period Monday to Friday.
- 12.2 Where shift work is irregular or infrequent, the OEH, EPA or DPE shall pay a shift allowance of 30% on the normal daily rate.
- 12.3 No employee, unless it is part of that employee's normal duties, or by way of mutual agreement, shall be required to perform such a shift.
- 12.4 The requirement to work an irregular shift should not, of itself, reduce the need to work overtime on the day concerned. However, employees working an irregular shift will be paid overtime, or may opt to take

time off in lieu at overtime rates for any time worked in excess of seven hours. Flex time credits cannot be accrued when working an irregular shift.

- 12.5 An employee shall be eligible for an irregular shift allowance if required to commence duty outside of the hours 5:30 a.m. to 10:00 a.m., and the employee is not eligible for a regular shift allowance.
- 12.6 After an employee has worked an irregular shift, the employee must take a break of 10 hours prior to recommencing work. However, if requested by the OEH, EPA or DPE because of special circumstances to recommence work without completing a 10 hour break, overtime shall be paid from the time work is recommenced until such a break is taken.

### **13. Annual Leave Loading**

- 13.1 An employee who is eligible for leave loading may elect to:
- (i) be paid their leave loading when they take sufficient leave (i.e. Recreation leave and/or Extended leave together with Flex days and/or public holidays totalling 10 or more week days), or;
  - (ii) defer their payment until the end of the relevant leave year, i.e. 30 November.

Wherever possible, payment will be made on the first pay day after 30 November.

### **14. Families and Field Work**

- 14.1 Employees covered by this Award from time to time will be required to undertake either field work or to work away from their normal headquarters.
- 14.2 Employees who wish to be accompanied by a family member on single day trips, must obtain approval from their supervisor or Reporting Officer prior to the trip for the purpose of insurance coverage.
- 14.3 Employees who wish to be accompanied by a family member on working trips of more than one day must obtain approval from their supervisor or Reporting Officer.

### **15. After Hours Incident Service (AHIS)**

#### **15.1 Arrangements**

15.1.1 Suitably qualified and trained employees from the Organisation will be required to perform After Hours Incident Service duties. These duties are in addition to their ordinary weekly hours of work.

15.1.2 Details of the operational arrangements and conditions relating to the Organisation's After Hours Incident Services are set out in the relevant Procedure Guide as agreed to by the parties.

#### **15.2 Payment**

15.2.1 Payments to employees 'rostered on' the AHIS at the date of making this Award will be:

\$481.00 per week allowance - the weekly allowance incorporates the components for "inconvenience" and six incoming calls after/before ordinary hours of work;

\$23.50 for each incoming call above 6 during a roster - Not limited

\$147.50 per public holiday falling on a weekday; in addition to weekly allowance

Non-rostered employees contacted for advice out of ordinary hours of work shall receive:

\$47.40 when contacted after/before ordinary hours of work (refer to sub-clause 9.2)

15.2.2 The parties acknowledge that the provisions in paragraph 15.2.1 compensate an employee for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the employee can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to being Called-Out (refer sub-clause 15.3) for the same period.

15.2.3 These allowances will be paid on the basis of claims made by the employee, and will not form part of an employee's substantive salary, and therefore do not affect the calculation of leave or superannuation.

### 15.3 Call-Out

15.3.1 An employee rostered on the AHIS and called out by a person/organisation so authorised by the OEH, EPA or DPE in order to investigate pollution complaints, surveillance of potential pollution sources, or in other emergency situations outside normal working hours, will be paid a minimum of three (3) hours at overtime rates.

15.3.2 This rate will also apply to subsequent calls, provided that these are attended to after the three (3) hours time frame set by the original call out has elapsed.

15.3.3 Where an employee is called out he/she is entitled to a ten hour rest break before recommencing duty. The ten hour rest period will commence from when the employee finished the last call relating to the call-out or returned home from attending an emergency situation.

15.3.4 Where an employee is directed by management to resume working before completing a ten hour break the employee will be paid at overtime rates for all hours worked, until a ten hour break is taken.

15.3.5 Overtime is not payable when an employee resumes working, of his/her own accord before completing a ten hour break.

## 16. Out of Hours Disturbance - Supervising Officers

16.1 Supervising Officers who are not rostered on duty on the After Hours Incident Service will receive an allowance of \$47.40 if contacted for advice or assistance in relation to emergency complaints or pressing issues outside normal working hours. Such payment will only be made once in any twenty-four (24) hour period. This allowance is not payable when an employee is Called-Out as in sub-clause 15.3, when overtime rates will apply as contained in that clause.

16.2 The parties acknowledge that the provisions in sub-clause 16.1 compensate an employee for a reasonable amount of time and work in responding to calls after normal working hours. However, on some occasions responding to a call or calls may require time and work in excess of reasonable expectation, in which case the employee can apply to their Reporting Officer to claim overtime. Each claim will be considered on its merits and an application does not guarantee approval. Any overtime approved will be paid at a minimum of three (3) hours at overtime rates. Overtime under this clause may not be claimed in addition to Call-Out provisions (refer sub-clause 15.3) for the same period.

## 17. Declared Incidents

17.1 From time to time employees may be called upon to assist in the OEH's response to a declared incident in the National Parks and Wildlife Service.

17.2 A declared incident is not the same as an after hours incident as per clause 15 of this Award. An incident is declared and approved by a NPWS Regional Manager or other suitably authorised employee of the OEH and remains in place until such time as the declaration of the incident is lifted.

17.3 Employees with specific skills and expertise may, at the discretion of the Chief Executive or delegate, be temporarily assigned to work on a declared incident in the NPWS.

17.4 Designated Incident Roles

- (i) Employees temporarily assigned to a designated incident role as contained in clause 29, Table 4, in the NPWS Award are entitled to receive the conditions and remunerations under the Incident Conditions provisions of the Crown Employees (Office of Environment and Heritage - National Parks and Wildlife Service) Conditions of Employment Award, or any successor instrument to that Award.

17.5 Assignment to non-designated incident support roles

17.5.1 In special circumstances an employee may, at the discretion of the Chief Executive or their delegate, be assigned to specific support roles that are not a designated incident role as contained in sub-clause 17.4 but are associated with a declared incident.

17.5.2 Employees assigned to these roles shall be paid their normal salary rate for the ordinary hours worked with overtime rates payable beyond the employee's agreed bandwidth for the duration of the declared incident or until they return to normal duties.

### **18. Study Assistance**

18.1 The Organisation will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.

18.2 Employees are entitled to apply for study time and study leave in accordance with the provision of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any successor instrument to that Award.

18.3 The following costs associated with courses:

- (i) Higher Education Contribution Scheme Help fees; or
- (ii) TAFE compulsory fees; or
- (iii) Compulsory post-graduate fees; or
- (iv) Compulsory full fee paying course fees;

will be reimbursed by the Organisation in accordance with the guidelines following.

18.4 The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and

- (i) is their first qualification as an employee of the Organisation will be: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to the Organisation's operations or needs and is approved as such by the relevant Organisation Head; or
- (ii) is their second or successive qualification as an employee of the Organisation: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to the Organisation's operations or needs and is approved as such by the relevant Organisation Head.

18.5 Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of paragraph 18.4(i) or \$12,000 in respect of paragraph 18.4(ii), where other requirements have been met as in sub-clause 18.7 below.

- 18.6 At the discretion of the Organisation Head and where the Organisation Head determines that it is in the interests of the Organisation, approval may be given for a maximum of eight annual approvals as set out in sub-clause 18.5 above.
- 18.7 To be eligible to receive a refund, an employee must:
- (i) have been employed in the Organisation prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
  - (ii) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
  - (iii) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- 18.8 Employees who have received prior approval for study assistance for a particular course, or qualification under either the former OEH policies that existed prior to the implementation of this Award, shall continue to receive their financial assistance in accordance with those policies and their current approval for that specific course or qualification. Any new application for another course of study will be dealt with under the provisions of this Award.
- 18.9 Where there is no break in the continuity of study and given successful completion of approved study under paragraph 18.4 (i) any subsequent application for study assistance will be treated as a second application under paragraph 18.4 (ii).
- 18.10 The costs associated with courses as outlined in sub-clauses 18.3 (i)-(iv) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in paragraphs 18.4 (i) and 18.4 (ii) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

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

- 19.1 The entitlement to salary package in accordance with this clause is available to:
- (i) ongoing full-time and part-time employees;
  - (ii) temporary employees, subject to the Organisation's convenience; and
  - (iii) casual employees, subject to the Organisation's convenience, and limited to salary sacrifice to superannuation in accordance with sub-clause 19.7.
- 19.2 For the purposes of this clause:
- "salary" means the salary or rate of pay prescribed for the employee's classification by sub-clause 6.8 or Part B Monetary Rates, Schedule 1 - Salaries, of this Award, and any other payment that can be salary packaged in accordance with Australian taxation law.
- "post-compulsory deduction salary" means the amount of salary available to be packaged after payroll deductions required by legislation or order have been taken into account. Such payroll deductions may include, but are not limited to, taxes, compulsory superannuation payments, HECS payments, child support payments, and judgement debtor/garnishee orders.
- 19.3 By mutual agreement with the Organisation Head, an employee may elect to package a part or all of their post-compulsory deduction salary in order to obtain:
- (i) a benefit or benefits selected from those approved by the Secretary; and
  - (ii) an amount equal to the difference between the employee's salary, and the amount specified by the Secretary for the benefit provided to or in respect of the employee in accordance with such agreement.

- 19.4 An election to salary package must be made prior to the commencement of the period of service to which the earnings relate.
- 19.5 The agreement shall be known as a Salary Packaging Agreement.
- 19.6 Except in accordance with sub-clause 19.7, a Salary Packaging Agreement shall be recorded in writing and shall be for a period of time as mutually agreed between the employee and the Organisation Head at the time of signing the Salary Packaging Agreement.
- 19.7 Where an employee makes an election to sacrifice a part or all of their post compulsory deduction salary as additional employer superannuation contributions, the employee may elect to have the amount sacrificed:
- (i) paid into the superannuation fund established under the *First State Superannuation Act 1992*; or
  - (ii) where the Organisation is making compulsory employer superannuation contributions to another complying superannuation fund, paid into the same complying fund; or
  - (iii) subject to the Organisation's agreement, paid into another complying superannuation fund.
- 19.8 Where the employee makes an election-to salary sacrifice, the Organisation shall pay the amount of post compulsory deduction salary, the subject of election, to the relevant superannuation fund.
- 19.9 Where the employee makes an election to salary package and where the employee is a member of a superannuation scheme established under the:
- (i) *Police Regulation (Superannuation) Act 1906*;
  - (ii) *Superannuation Act 1916*;
  - (iii) *State Authorities Superannuation Act 1987*; or
  - (iv) *State Authorities Non-contributory Superannuation Act 1987*;
- the Organisation must ensure that the employee's superable salary for the purposes of the above Acts, as notified to the SAS Trustee Corporation, is calculated as if the Salary Packaging Agreement had not been entered into.
- 19.10 Where the employee makes an election to salary package, and where the employee is a member of a superannuation fund other than a fund established under legislation listed in sub-clause 18.9 of this clause, the Organisation must continue to base contributions to that fund on the salary payable as if the Salary Packaging Agreement had not been entered into. This clause applies even though the superannuation contributions made by the Organisation may be in excess of superannuation guarantee requirements after the salary packaging is implemented.
- 19.11 Where the employee makes an election to salary package:
- (i) subject to Australian Taxation law, the amount of salary packaged will reduce the salary subject to appropriate PAYG taxation deductions by the amount packaged; and
  - (ii) any allowance, penalty rate, payment for unused leave entitlements, weekly worker's compensation or other payment, other than any payments for leave taken in service, to which an employee is entitled under this Award or any applicable Award, Act or statute which is expressed to be determined by reference to the employee's rate of pay, shall be calculated by reference to the rate of pay which would have applied to the employee under sub-clause 6.8 or Schedule 1 of this Award if the Salary Packaging Agreement had not been entered into.



- 19.12 The Secretary may vary the range and type of benefits available from time to time following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from date of such variation.
- 19.13 The Secretary will determine from time to time the value of the benefits provided following discussion with the Unions. Such variations shall apply to any existing or future Salary Packaging Agreement from the date of such variation. In this circumstance, the employee may elect to terminate the Salary Packaging Agreement.

## **20. No Extra Claims**

- 20.1 The No Extra Claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2018) Award shall apply to employees covered by this Award.

## **21. Union Delegates Rights and Obligations**

- 21.1 An employee elected as a Union representative will, upon written notification by the Union to the Organisation, be recognised as an accredited representative of that Union, and will be allowed all reasonable time during working hours to attend to Union business and to consult with management on matters affecting the employees they represent. Such consultations should be arranged for times that are convenient to both parties.
- 21.2 Union delegates will inform their Reporting Officer of the need to absent themselves from their workplace, and will arrange a mutually acceptable time to attend to their Union duties.
- 21.3 Accredited union delegates should recognise the need to balance their absence from the job on Union business with the requirements for acceptable work performance.
- 21.4 The Organisation will provide access to the facilities and office equipment needed by union delegates to perform their Union function effectively, thus maximising the mutual advantages of a consultative approach.

## **22. Industrial Grievance Procedure**

### **22.1 General**

- 22.1.1 The aim of this procedure is to ensure that, during the life of this Award, industrial grievances, (including grievances within the meaning of the *Anti-Discrimination Act 1977*) or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace.
- 22.1.2 The parties agree that whilst the procedures contained in this clause are being followed, there is an expectation that normal work will continue.
- 22.1.3 In seeking a resolution to any industrial dispute or industrial grievance, the Organisation may be represented by an industrial organisation of employers, and the employees of the Organisation may be represented by an industrial organisation of employees.
- 22.1.4 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Organisation Head or delegate.

### **22.2 Steps to Resolve Industrial Grievances or Disputes**

When a dispute or grievance arises, or is considered likely to occur, the following steps are to be followed:

Step 1. The matter is discussed between the employee(s) and the Reporting Officer or other appropriate employee concerned and addressed within one week.

The employee(s) concerned may discuss the matter with the Union representative, if so desired.

Step 2. If, after a week since the matter was discussed with the Union representative and the Reporting Officer the matter remains unresolved, the employee(s) concerned may discuss the matter with the Union representative and the Branch Director. If the matter remains unresolved follow Step 3.

Step 3. If, after a week since the matter was discussed with the Union representative and the Branch Director, the matter is still unresolved, the employee(s) concerned may discuss the matter with the Branch Director, a representative of the Employee Relations Branch and a Union representative and/or official.

Where it is agreed by the parties, and the matter is of an urgent nature, the employee may go to Step 3 immediately. In the event that the parties agree to go to Step 3 immediately, no more than a week should elapse since the matter was first raised until Step 4 is followed.

Step 4. The matter is discussed between senior representatives of the Organisation and the relevant Union. The parties agree to exhaust the process of conciliation before considering Step 5 below.

It is agreed that the parties will not deliberately frustrate or delay these procedures. All efforts are to be made to resolve the matter promptly. The conciliation process should take no longer than one month, unless the parties agree to a longer period.

Step 5. If no resolution is found, the matter may be referred to the Industrial Registrar in order for the Industrial Relations Commission or Industrial Court to exercise their functions under the *Industrial Relations Act 1996*.

### 23. Anti-Discrimination

- 23.1 It is the intention of the parties bound by this Award 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.
- 23.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed in 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.
- 23.3 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.
- 23.4 Nothing in this clause is to be taken to affect:
- (i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (ii) offering or providing junior rates of pay to persons under 21 years of age;
  - (iii) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (iv) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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

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

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

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

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

24.1 The unions party to this Award shall provide the Organisation with a schedule setting out union fortnightly membership fees payable by members of each union in accordance with each union's rules.

24.2 Each union shall advise the Organisation of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the Organisation at least one month in advance of the variation taking effect.

24.3 Subject to sub-clauses 24.1 and 24.2 above, the Organisation shall deduct union fortnightly membership fees from the pay of any employee who is a member of the Union in accordance with the union's rules, provided that the employee has authorised the Organisation to make such deductions.

24.4 Monies so deducted from the employee's pay shall be forwarded regularly to the respective union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

24.5 Unless other arrangements are agreed by the Organisation and the respective unions, all union membership fees shall be deducted on a fortnightly basis.

24.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

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

25.1 This Award shall apply to employees in the Office of Environment and Heritage, the Environment Protection Authority and the Department of Planning and Environment.

This Award will not apply to employees:

- (i) transferred to the Department under Administrative Order of 2 April 2007 and subsequent Orders which established the Department of Environment and Climate Change effective 27 April 2007; or
- (ii) employed in the Senior Executive Service (SES); or
- (iii) employed in the National Parks and Wildlife Service of the OEH including employees whose current conditions and entitlements are determined by the Crown Employees (Office of Environment and Heritage - Parks and Wildlife Group) Field Officers and Skilled Trades Salaries and Conditions 2016 Award or any successor instrument to that Award and employees whose current conditions and entitlements are determined by the Flight Officers Enterprise Agreement 2018 or any successor instrument to that Agreement; and
- (iv) employed in the Botanic Gardens Trust.

- 25.2 This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Office of Environment and Heritage and the Environment Protection Authority) General Award 2015 published 15 January 2016 (378 I.G. 1178), as varied.
- 25.3 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 November 2018.
- 25.4 The Award remains in force until varied or rescinded, the period for which it was made having already expired.
- 25.5 Where this Award is silent provisions contained in the Crown Employees (Public Service Conditions of Employment) Award Reviewed 2009, or any successor instrument to that Award, apply to employees covered by this Award.

## PART B

### MONETARY RATES

#### Schedule 1 - Salaries

Environment Officers - Office of Environment and Heritage & the Environment Protection Authority	
Classification	2.5% effective from the first full pay period on or after 1.7.18 Per Annum \$
Class 1	
1	37,269
2	45,025
3	49,420
4	52,441
5	54,762
6	57,747
7	63,813
Class 2	
1	63,813
2	65,688
3	67,431
4	69,949
Class 3	
1	67,431
2	69,949
3	73,448
4	75,658
Class 4	
1	73,448
2	75,658
3	78,801
4	81,896
Class 5	
1	78,801
2	81,896
3	85,024
4	87,641

Class 6	
1	85,024
2	87,641
3	91,050
4	93,818
Class 7	
1	91,050
2	93,818
3	96,656
4	100,598
Class 8	
1	96,656
2	100,598
3	103,752
4	109,048
Class 9	
1	103,752
2	109,048
3	112,181
4	115,579
Class 10	
1	112,181
2	115,579
3	120,188
4	123,712
Class 11	
1	120,188
2	123,712
3	127,416
4	132,457
Class 12	
1	127,416
2	132,457
3	136,900
4	139,839
Class 13	
1	136,900
2	139,839
3	144,477
4	146,638
Class 14	
1	144,477
2	146,638
3	153,429
4	160,226
Class 15	
1	153,429
2	160,226
3	167,020
4	173,809
Other Rates and Allowances	
Brief Description	
AHIS weekly allowance: Inconvenience and 6 incoming calls after/before normal working hours	481.00

For each call above 6 incoming calls in an AHIS roster period; not limited	23.50
Extra per public holiday falling on a weekday	147.50
Out of hours disturbance (AHIS Supervising Officers)	47.40

## PART C

### MEMORANDUM OF UNDERSTANDING

#### PARTIES

The parties to this Memorandum of Understanding are:

The Director of Public Employment (Department of Environment and Conservation) ("the Department"); AND

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

The Association of Professional Engineers, Scientists and Managers Australia (NSW Branch) ("the unions").

#### 1. Introduction

- 1.1. This Memorandum of Understanding reflects the agreement reached between the department and the unions in respect of negotiations throughout 2004, 2005 and 2006 following the amalgamation of the former National Parks and Wildlife Service; the former Resources NSW; the Environment Protection Authority and the Royal Botanic Gardens and Domain Trust, into the Department of Environment and Climate Change.
- 1.2. This Memorandum will be implemented through two awards -
- The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award, and
- The Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award.
- Both the awards will be consent awards and will have a duration of 3 years commencing from the date the Awards are made by the Industrial Relations Commission of New South Wales.
- 1.3. The parties agree that the existing Botanic Gardens Awards will be retained with agreed changes implemented by way of a determination or determinations made pursuant to s.130 of the *Public Employment and Management Act 2002*.
- 1.4. The parties agree to lodge the consent award applications with the Industrial Relations Commission of New South Wales, no later than 1 November 2006.
- 1.5. The parties also agree that none of the conditions; allowances or any other monetary payments expressed in either of the new awards or this memorandum will come into effect until such time as the new awards have been made. All existing arrangements shall continue until such time as the new awards are operative
- 1.6. This Memorandum shall have a term commencing from the date the memorandum is signed by the parties until the expiry of the two awards.

- 1.7 The parties agree that this Memorandum shall also express the agreed position of the parties in respect of a number of issues that have been the subject of negotiation but have not been included in either of the awards.
- 1.8 The parties agree that both awards and any Botanic Gardens determinations made subject to this Memorandum will include a clause stating that, for the duration of the Awards, there shall be no further claims in respect of conditions of employment; the payment of new allowances or the quantum of existing allowances.
- 1.9 The parties agree that those matters not addressed in this Memorandum or attachments to this Memorandum shall remain as per the existing provisions of the current awards, save for those parts of the award that require amendment to correct dates; titles; spelling; grammar etc.

The parties agree that this Memorandum of Understanding may be relied upon by any party in respect of any proceeding before the Industrial Relations Commission of New South Wales.

## **2. Matters Agreed - Non-Award**

- 2.1 Departmental Performance Management System: The parties agree that current performance management systems operating within the Department and known as SPEADS; PMD and CAPS shall be replaced with a single departmental wide performance management system. The parties further agree that until such time as the new system is operational, the current arrangements in situ for performance management shall continue.
- 2.2 Culture and Heritage Division: (a) The parties agree that those positions currently known as Aboriginal Project Officers 1-2 will transfer to the EPO 2-7 grade on the salary scale and Aboriginal Project Officers 3-4 will transfer to the EPO 9 grade on the salary scale. The date of transfer to the new salary scale shall be as at the date that the awards are made.
  - (a) The parties agree to develop progression criteria for the Aboriginal Project Officer positions after the signing of this memorandum of understanding and prior to the making of the award.
  - (b) The parties agree that Aboriginal Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for a progression. If such an application is successful, then progression shall take place and salaries shall be paid as a personal salary to the appropriate point on the Aboriginal Project/Research officer salary scale.
  - (c) The parties agree that all other staff currently employed within the Culture and Heritage Division will transfer to the closest salary point on the EPO salary scale that is equal to or less than their existing salary rate. The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the transferred position or receives an increment that would take them past their previous personal salary. The parties further agree that there is no requirement or need for any of the positions affected by subclause (d) to undergo a job evaluation so as to facilitate the transfer to the new salary scale.
  - (d) The parties agree that all staff transferred from the Culture and Heritage Division to the EPO salary scale who currently receive the remote area allowance as per the Crown Employees (NPWS) Conditions of Employment 2000 award (clause 5 (D)) shall be paid the difference in the amount paid pursuant to this award and the amount paid pursuant to the Crown Employees (Public Service Conditions of Employment) Award as a personal salary whilst they continue to occupy the same position.
- 2.3 Interim Award Arrangements: (a) the parties agree that the arrangement made between the parties following the amalgamation of the department (the interim award arrangement) shall cease upon the making of the new awards.

- (a) the parties further agree that all staff employed in Policy & Science Division (PSD); Environment Protection and Regulation Division (EPRD); Sustainability Programs Division (SPD), Corporate Services Division (CSD); Strategy Communication and Governance Division (SC&GD) pursuant to the Crown Employees (NPWS) Conditions of Employment 2000 Award will transfer to the closest salary point on the EPO salary scale that is equal to or less than their salary rate.
  - (b) The parties agree that where such a transfer would result in the employee being paid at a lower rate, the employee shall be paid a personal salary to the equivalent amount paid under the previous salary scale; such personal salary rate to continue until such time as the employee vacates the position to which they were transferred or receives an. increment that would take them past their previous personal salary.
  - (c) The parties agree that in the case of two officers employed in the Threatened Fauna and Ecology Unit, the 5/7 allowance currently paid to these officers will cease but the equivalent amount will be paid by way of a salary adjustment which shall be regarded as a personal salary for as long as the officers concerned continue to occupy their current positions.
  - (d) The parties agree that Project/Research Officers who have already transitioned to the EPO salary scale shall have a period of 12 months after the date of the making of the award to submit an application for progression. If such an application is successful, then progression will take place and salary shall be paid as a personal salary to the appropriate point on the PRO salary scale.
- 2.4 Review of Competency Standards for Rangers and Roles of Senior Rangers: (a) The parties agree that the Department shall undertake a
- review of the operation of competency standards as currently applied in respect of rangers.
- review of roles of Senior Rangers.
- (a) The parties agree that these reviews shall be commenced as soon as is practicable after the signing of this Memorandum of Understanding.
- 2.5 Review of Remote Areas Allowance : The parties agree to enter into discussions with a view to updating the Remote Area Allowances. The parties further agree such discussions would commence after the new award arrangements have been implemented but no later than 1 July 2007. The parties also agree that if the parties can reach agreement in respect of the remote areas allowance the relevant award will be varied by consent to reflect the agreed position.

### **3. Matters Agreed - for Inclusion in the Awards**

- 3.1 Study Assistance: the parties agree that both the awards and the BGT determination shall incorporate the agreed position in respect of study assistance. The details of the agreed position are set out in Attachment 1 to this agreement.
- 3.2 Contact with Employees on Parental or Maternity Leave: the parties agree to insert within the Parks and Wildlife Division Award a clause containing the following words: "maintain contact with employees specifically in the context of workplace change, restructuring and office relocations and attendance at relevant training courses."
- 3.3 Families and Fieldwork: the parties agree that the provisions as set out in clause 36(i);(vi); and (vii) of the Crown Employees (National Parks and Wildlife) Conditions of Employment 2000 Award shall be included within both of the new awards.
- 3.4 Pattern of Hours Worked and Flexitime : (a) the parties agree that a new common provision setting out the pattern of hours and flexitime will be included in both new awards and BGT determination. The new provision shall adopt elements of the system currently in place for Parks and Wildlife Division staff and the system currently in place for EPO staff under the current EPA Award. The parties agree that the



details of the provision to be included in the awards are as set out in Attachment 2 to this Memorandum of Understanding;

- (a) the parties further agree that in DEC (General) Award and in the BGT determination the new provisions shall reflect a Coretime of 10.00 to 15.00 and a Bandwidth of 10.5 hours commencing at 7.30 a.m. and ceasing at 6.00 p.m. The parties agree that core time and bandwidth may be varied only in circumstances where prior approval has been granted for such a variation;
- (b) the parties further agree that in PWD, consistent with clause 10 Hours of the NPWS Award, (vi) "A roster of hours and days must be set and agreed to in writing 2 weeks before the 4 week roster period starts" appropriate administrative arrangements will be put in place.

3.5 Incident Conditions : (a) the Parties Agree to Include Within the New the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award a Clause which Will Enable Suitably Qualified Staff to be Temporarily Assigned to the Following Specific Incident Positions as Currently Defined in the Crown Employees (National Parks and Wildlife Service) Conditions of Employment 2000 Award.

Incident Controller

Logistics Officer

Planning Officer

Operations Officer

Divisional Commander

Sector Commander

Crew Leader

Crew Member

And/or to the following positions which the parties agree shall be added to the relevant clause of the Crown Employees (Department of Environment and Conservation) Parks and Wildlife - Conditions of Employment Award -

Deputy Incident Controller

Safety officer

Situation Officer

Situation Unit Leader

Resource Officer

Resources Unit Leader

Air Attack Supervisor

Air Operations Manager

Air Base Manager

Air Observer.

- (a) the parties further agree, that staff assigned to undertake such roles shall be paid the relevant wage/salary for the position for the period they occupy the position during the incident.
  - (b) the parties agree that other staff covered by The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award who are assigned to non-specific incident positions during a defined incident shall be paid their normal salary rate for ordinary hours worked with overtime payable for the time worked beyond the employee's agreed bandwidth
  - (c) the parties agree that rates for current specific incident positions shall be adjusted to reflect increases under the Crown Employees (Public Service Salaries) Award since 1997.
  - (d) the parties agree that all designated incident positions (current and additional) shall undergo an evaluation process as soon as is practicable after the commencement of the new award.
- 3.6 After Hours Incident Service: (a) the parties agree that The Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award shall incorporate the late call allowance into the weekly allowance that will result in the weekly allowance being \$339.00 per week with an additional amount of \$104.00 for each public holiday that falls on a weekday in a roster week;
- (a) the parties further agree that the out of hours disturbance allowance currently paid to supervising officers will be reviewed as part of the general review of the procedural guidelines governing the operation of the After Hours Incident Service;
  - (b) the parties agree that these allowances will be adjusted in line with the Crown Employees (Public Sector Salaries 2004) Award or any successor instrument to this award.
- 3.7 Qualification Requirements: the parties agree to insert a clause within the Crown Employees (Department of Environment and Conservation) General - Conditions of Employment Award which states:
- "The parties agree that qualifications are not to be used as barriers to appointment or promotion, however, where appropriate, e.g. for technical competency and legal requirements; position descriptors will include qualifications."

## ATTACHMENT 1

DEC General and DEC (PWD) & BGT Determination

Study Assistance

- (i) DEC will support employees gaining additional skills through formal study and who are progressing through their course in a consistent way based on the timeframe indicated by the providing institution. Where a subject is failed an intention to catch-up must be demonstrated.
- (ii) Employees are entitled to apply for study time and study leave in accordance with the provision of the Personnel Handbook 1999 or subsequent revision.
- (iii) The following costs associated with courses -
  - Higher Education Contribution Help scheme Fee; or
  - TAFE compulsory fees; or
  - Compulsory post-graduate fees; or
  - Compulsory full fee paying course fees

will be reimbursed by the Department in accordance with the guidelines following.

- (iv) The proportion of fees to be reimbursed where the employee's application for study assistance has been approved under these guidelines, and:
  - (a) is their first qualification as an employee of DEC: 100% to a maximum of \$4,000 per annum refunded where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General; or
  - (b) is their second or successive qualification as an employee of DEC: 50% refunded to a maximum of \$2,000 per annum where the resultant qualification is directly relevant to DEC operations or needs and is approved as such by the Director General.
- (v) Approval for assistance will be considered annually and refunds will be paid for a maximum of six annual approvals up to a total amount of \$24,000 in respect of sub-clause (iv)(a) or \$12,000 in respect of sub-clause (iv)(b), where other requirements have been met as in subclause (viii) below.
- (vi) At the discretion of the Director General and where the Director General determines that it is in the interests of the Department, approval may be given for a maximum of eight annual approvals as set out in (v) above.
- (vii) To be eligible to receive a refund, an employee must:
  - (a) have been employed in the Department prior to the final examination in the academic period under consideration and also be in employment on the date reimbursement is requested;
  - (b) produce evidence of having successfully completed a full stage of an approved course (or the subjects enrolled in at the start of a semester/year); and
  - (c) produce receipts substantiating payments made for compulsory fees or HECS fee incurred.
- (viii) Staff members who received prior approval for study assistance:
  - (a) under this clause or similar clause/policy of a related entity, and
  - (b) commenced the approved course/subject under the award or policy at the time, and
  - (c) there is no break in the continuity of study and successful completion.

Will be regarded as under the award clause or policy until the completion of the approved course/study. Any subsequent application for study assistance will be treated as a second application under subclause (iv)(b) of this clause.

- (ix) The costs associated with courses as outlined in subclause (iii) above are based on current 2006 costs. The parties to this Award agree, where there is a significant increase in costs the parties shall seek to resolve any increase in the listed amounts in subclauses (iv) (a) and (b) above. Where no agreement is reached leave is reserved to seek the assistance of the Industrial Relations Commission.

## ATTACHMENT 2

DEC General as Part of Current EPA Flexitime Clause BGT Determination and DEC (PWD) Clause

### Pattern of Hours

- (i) Pattern of hours is the way hours are worked each settlement period; ie, start/finish times and days of the week for 7-day roster workers.
- (ii) Patterns of hours can be either flexitime, where start/finish times are flexible within the bandwidth; or, determined where start/finish times are set.

## A. Flexitime

- (i) Employees are able to take two (2) flexi days off in a settlement period, as long as they have accumulated enough hours to do so.
- (ii) With prior management approval, employees may accumulate a credit balance of 14-35 hours to enable them to have up to 5 flexi days in a settlement period, to be taken at a mutually convenient time.
- (iii) Employees who continually fail to take annual leave as a result of taking extended periods of flex leave may be placed on standard hours by management following appropriate consultation until a reasonable leave balance is established in accordance with the award provisions.
- (iv) Supervisors will have full and open 24 hour access to Employees' time sheet records and records pertaining to an employee flex leave.
- (v) Employees may carry forward to the next settlement period, in accordance with i) and ii) above a credit balance of up to 35 hours or a debit balance of 10 hours.
- (vi) Flex leave can be taken at either the beginning or end of a period of leave.
- (vii) Flexidays can be taken as either half days or full days. Time outside the bandwidth will not accrue to flexitime balance.
- (viii) Employees must have prior approval before taking flex leave.
- (ix) On cessation of duty Flexi Credits will be dealt with in accordance with Clause 20 (n) of the Crown Employees (Public Service Conditions of Employment) Award 2002 as varied.

P. M. KITE, *Chief Commissioner*

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## **CROWN EMPLOYEES (DEPARTMENT OF INDUSTRY) FOOD SAFETY OFFICERS AWARD**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 284687 of 2018)

Before Chief Commissioner Kite

1 February 2019

### **REVIEWED AWARD**

#### **PART A**

##### **Arrangement**

Clause No.	Subject Matter
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##### PART A

- |     |   |
|-----|---|
| 1.  | Title   |
| 2.  | Parties to the Award                            |
| 3.  | Definitions                                     |
| 4.  | Coverage  |
| 5.  | Grading and Evaluation of Roles                 |
| 6.  | Scope of Employment                             |
| 7.  | Savings of Rights                               |
| 8.  | Salaries  |
| 9.  | Conditions of Employment - General              |
| 10. | Employment of Food Safety Officers              |
| 11. | Salary Progression                              |
| 12. | Performance and Competency Standard Development |
| 13. | Competency Assessment Panel                     |
| 14. | Appeals   |
| 15. | Consultative Arrangements                       |
| 16. | Multi-Skilling                                  |
| 17. | Anti-Discrimination                             |
| 18. | Area, Incidence and Duration                    |

##### PART B

##### MONETARY RATES

Table 1 - Salaries

Schedule 1 - Food Safety Officer - Progression Requirements

#### **1. Title**

This Award shall be known as the Crown Employees (Department of Industry) Food Safety Officers Award.

#### **2. Parties to the Award**

The parties to this Award are the Industrial Relations Secretary and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

### 3. Definitions

- (a) "Association" means - the Public Service Association and the Professional Officers' Association Amalgamated Union of New South Wales.
- (b) "Code of Practice" means - requirements and guidelines to ensure a premises or activity complies with statutory requirements.
- (c) "Department" means - The Department of Industry,
- (d) "Food Safety Officer" means - a staff member employed by the Department in the capacity of Food Safety Officer.
- (e) "HACCP" means - Hazard Analysis and Critical Control Point System - an international food safety management system.
- (f) "Industrial Relation Secretary" means - the Secretary of the Treasury, as established under the *Government Sector Employment Act 2013*.
- (g) "Job Evaluation" means - an accredited job evaluation system used to grade roles in the Department..
- (h) "National Food Safety Standards" means - uniform food hygiene and safety regulations set out in the Food Standard Code to ensure a nationally consistent approach to food safety.
- (i) "Normal Work", means - the duties, responsibilities and capabilities contained in the role description of a staff member, or staff members, at the time a grievance, dispute or difficulty is notified within the Department. .
- (j) "Role" means - a staff member employed in a role as defined in the *Government Sector Employment Act 2013*, *Government Sector Regulation 2014* and *Government Sector (General) Rules 2014*.
- (k) "Secretary" means - the Secretary of the Department of Industry.
- (l) "Temporary Employee" means - a person employed on a temporary basis.

### 4. Coverage

The provisions of this Award shall apply to staff members employed in the Department in the capacity of Food Safety Officer.

### 5. Grading and Evaluation of Roles

Roles will be graded and evaluated from time to time in the following circumstances:

- (a) Where the nature of the role is significantly changed or where a new role is created.
- (b) Where a role falls vacant and the Secretary seeks to determine whether it is necessary to evaluate the role prior to advertising the vacancy.
- (c) At the request of any party to this Award, or staff member under the Award, provided that the role(s) have not been reviewed for grading for at least (12) twelve months prior to the request.

### 6. Scope of Employment

- (a) Employment will be either on an ongoing full time or ongoing part time basis.
- (b) Temporary employees may be employed from time to time should the need arise.

### **7. Savings of Rights**

No staff member of the Department will suffer a reduction in his or her salary or any loss or diminution in his or her conditions of employment at the time of or as a consequence of the making of this Award.

### **8. Salaries**

- (a) Staff members will be assigned to a role in one of the grades outlined in Table 1 of Part B, Monetary Rates of this Award.
- (b) The rates of pay set out in Table 1 do not include payment for annual leave loading.
- (c) This award is listed in Schedule A of the Crown Employees (Public Sector - Salaries 2018) Award and salaries payable to employees shall be in accordance with that award or any award replacing it. The rates set out at Part B, Table 1 of this award are subject to the rates as set by the Crown Employees (Public Sector - Salaries 2018) Award or any award replacing it.

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

Except as otherwise provided in this Award, the provisions of:

- (a) The Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or any variation or replacement Award; and
- (b) The Crown Employees (Transferred Employees Compensation) Award 2009 or any variation or replacement Award will apply; and
- (c) Conditions of employment other than those fixed by this Award are determined by the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014* and the *Government Sector Employment (General) Rules 2014*.

### **10. Employment of Food Safety Officers**

- (a) Except as provided in subclause (b) of this clause, staff members will be employed with a commencement salary at the first salary point in the grade of the role to which they are assigned.
- (b) The Secretary may employ a person at a higher salary level within the grade. In determining commencing salary, regard will be had to:
  - (i) The person's skills, experience and qualifications,
  - (ii) The rate required to attract the person, and
  - (iii) The remuneration of existing staff performing similar work.
- (c) Except for deemed qualifications upon transition to the Award in 2002, the essential qualifications for employment covered by this Award will be a tertiary qualification, relevant to the role the person is to be employed in by the Department, in Food Science, Environmental Health, Aquatic or Animal Health, Law, Investigations or appropriate qualification combined with relevant industry experience (as determined by the Secretary).

### **11. Salary Progression**

There shall be 6 levels of Food Safety Officer, with salary levels as prescribed in Table 1.

- (a) Progression within each grade will be by annual increment, provided the manager is satisfied with the conduct and manner of performance of the staff member and the requirements of the staff member's Performance Development Plan have been satisfied.

- (b) The Secretary may approve the accelerated progression of a staff member through the incremental scale for the role occupied by the staff member, in accordance with assessments made through their Performance Development Plan.
- (c) There will be competency barriers for progression from Trainee Food Safety Officer (Food Safety Officer Grade 1) to Food Safety Officer (Food Safety Officer Grade 2), and from Food Safety Officer to Senior Food Safety Officer (Food Safety Officer Grade 3)
- (d) Employment of a Food Safety Officer above Grade 3 will be subject to comparative assessment and the role being advertised externally.

### **12. Performance and Competency Standard Development**

- (a) The parties to this Award will participate in ongoing discussions to further develop the staff members covered by the Award. The Secretary will provide training and work opportunities for staff development.
- (b) The parties will participate in:
  - (i) Development and review of the Department's Performance Development Plan.
  - (ii) Discussion and review of the qualifications, requirements and competencies detailed variously in clause 10, Employment of Food Safety Officers, clause 11, Salary Progression and Schedule 1 to this Award to ensure that they conform with national food safety standards as they change and develop from time to time. These discussions will continue as a matter of priority.

### **13. Competency Assessment Panel**

A Competency Assessment Panel will be formed consisting of the relevant executive, the unit Manager of the staff member to be assessed and a Senior Technical Officer from within the Department. The Panel will assess competency of staff members seeking progression from Trainee Food Safety Officer to Food Safety Officer or Food Safety Officer to Senior Food Safety Officer.

### **14. Appeals**

- (a) A staff member, who fails to satisfy the requirements of the competencies for progression from Trainee Food Safety Officer to Food Safety Officer or Food Safety Officer to Senior Food Safety Officer, as determined by the Competency Assessment Panel, may appeal the decision of that panel.
- (b) The staff member, following the decision of the competency assessment panel, may lodge an appeal in writing with the Secretary or delegate within ten (10) working days of the panel advising the staff member of its decision. The appeal must set out the grounds for the appeal.
- (c) The Secretary or delegate shall convene an Assessment Appeals Panel within ten (10) working days of an appeal being lodged and advise the staff member of the members of the panel.
- (d) The Assessment Appeals Panel shall allow the appellant to appear before it during its determination of the appeal if so requested by the appellant.
- (e) The Secretary or delegate shall advise the staff member of the decision of the Assessment Appeals Panel within five (5) days of the appeal being heard.

### **15. Consultative Arrangements**

The parties agree to continue consultation to ensure that the implementation of this Award realises improvements in service delivery, productivity, efficiency and job satisfaction. The parties will consult on such issues as training and development, work environment, restructuring, job evaluation, performance management, succession planning, multi-skilling, and cross training in different food commodities. Consultation on these matters should occur as close as possible to the source.



## 16. Multi-Skilling

The parties to the Award recognise that multi-skilling is a condition of this Award. The parties agree that Food Safety Officers will undertake training and development activities as provided by the Department from time to time.

## 17. Anti-Discrimination

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

### NOTES -

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

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

## 18. Area, Incidence and Duration

- (a) This Award applies to staff members employed by the Department in the capacity of Food Safety Officer.
- (b) The members of staff regulated by this Award shall be entitled to the conditions of employment as set out in this Award and, except where specifically varied by this Award, existing conditions are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, the *Government Sector (General) Rules 2014* the *Crown Employees (Public Service*

Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2018) Award or any replacement awards.

- (c) This award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Crown Employees (Department of Industry) Food Safety Officers Award published 27 November 2015 (378 I.G. 269), as varied.
- (d) The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 1 February 2019.
- (e) This award remains in force until varied or rescinded, the period for which it was made having already expired.

## PART B

### MONETARY RATES

**Table 1 - Salaries**

Food Safety Officers			
Classification and Grades		Common Salary Point	First pay period on or after the 1.7.18 Per annum 2.5% \$
Grade 1	Year 1	-	64,128
	Year 2	-	65,964
	Year 3	55	68,707
Grade 2	Year 1	-	72,857
	Year 2	-	79,229
	Year 3	82	89,406
Grade 3	Year 1	-	96,199
	Year 2	-	99,648
	Year 3	98	104,918
Grade 4	Year 1	-	109,559
	Year 2	-	113,348
	Year 3	111	119,061
Grade 5	Year 1	116	124,965
	Year 2	120	130,262
Grade 6	Year 1	126	138,421
	Year 2	130	144,521

## SCHEDULE 1

### Food Safety Officer - Progression Requirements

The current NSW Food Authority training program assesses and documents staff competencies. A Competency Assessment Panel will consider the following progression criteria.

The provisions of clauses 12 and 13 of this Award will apply in relation to progression requirements.

Progression from Trainee Food Safety Officer (FSO 1) to Food Safety Officer (FSO 2):

- (a) Tertiary qualifications in Food Science or appropriate qualifications combined with relevant industry experience (as determined by the Secretary),

- (b) Tertiary qualifications in Environmental Health, Aquatic or Animal Health or appropriate qualifications with relevant industry experience (as determined by the Secretary) in respect of the Shellfish Unit.
- (c) Demonstrated knowledge of industry and technology and in respect of Compliance, two or more years' experience in auditing at least two commodity sectors covered by the Food Safety Schemes in the Food Regulation 2015.
- (d) Working knowledge of relevant Codes of Practice, Acts and Regulations, and Procedure Manuals.
- (e) Demonstrated knowledge of NSW Food Authority licensing system.
- (f) Good written and verbal communication skills and ability to communicate at various levels to advise, guide, explain and motivate industry personnel.
- (g) Driver's Licence.
- (h) Competence in the use of computers for preparation of reports and for electronic communication (word processing, Excel, Internet, e-mail, and, in respect of the Shellfish Unit, Access).
- (i) Demonstrated ability to conduct Food Safety Audits and Inspections
- (j) Demonstrated ability to design and implement environmental monitoring programs in shellfish harvesting areas in respect of the Shellfish Unit.
- (k) Completed Food Safety Auditor's Course and meets auditor certification criteria
- (l) Completed recognised training in one or more of the following areas in respect of the Shellfish Unit: geographic information systems (GIS), hydrology, depuration systems, epidemiology, marine algal biotoxins, virology or related disciplines.
- (m) Demonstrated capacity to organise time and work with minimal supervision.
- (n) Satisfactory completion of HACCP based training.

Progression from Food Safety Officer (FSO 2) to Senior Food Safety Officer (FSO 3):

- (a) High level of technical understanding of food safety issues.
- (b) Detailed knowledge of Codes of Practice, Acts and Regulations and the intent of legislation.
- (c) Capacity to provide advice, training and education to industry and applicants.
- (d) High level of verbal and written communication skills.
- (e) Proven ability to provide comment or advice to NSW Food Authority on topical food safety issues.
- (f) Demonstrated ability to conduct investigations, collect evidence, conduct prosecutions, and gather information for reports.
- (g) Capacity to act as Lead Auditor in audits and make decisions on a range of technical matters
- (h) Capacity to interpret results of environmental monitoring programs (microbiological, phytoplankton, heavy metal and pesticide) and make decisions on related technical issues in respect of the Shellfish Unit.

- (i) Ability to provide constructive advice and guidance to Trainee Food Safety Officers and Food Safety Officers in a team environment.

P. M. KITE, *Chief Commissioner*

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**CROWN EMPLOYEES (NSW DEPARTMENT OF JUSTICE) -  
MUSEUM OF APPLIED ARTS AND SCIENCES ELECTRICAL  
PREPARATORS AWARD 2018**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 287042 of 2018)

Before Chief Commissioner Kite

27 November 2018

**REVIEWED AWARD**

**Index**

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PART B

MONETARY RATES

Table 1 - Rates of Pay

**PART A**

**1. Title**

- 1.1 This Award shall be known as the "Crown Employees - Museum of Applied Arts and Sciences Electrical Preparators Award 2018".

**2. Parties**

- 2.1 This Award has been made between the following parties:

The Industrial Relations Secretary

Electrical Trades Union of Australia, NSW Branch

### 3. Definitions

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

"Conditions Award" means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.

"Department" means the NSW Department of Planning and Environment.

"Department Head" means the Secretary of the NSW Department of Planning and Environment.

"Industrial Relations Secretary" means the Secretary of Treasury as defined in s49 of the Act.

"Operative Date" means the date on which this Award is made by the Industrial Relations Commission of New South Wales and becomes legally binding on the parties.

"Staff" means and includes all persons in ongoing employment or temporarily employed under the provisions of the *Government Sector Employment Act 2013*, and who, as at the operative date of this Award were occupying one of the roles covered by this Award, or who, after that date, are appointed to or employed in one of such roles.

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

"Union" means the Electrical Trades Union of Australia, NSW Branch.

### 4. Intention

- 4.1 It is intended that the Award will provide a suitable basis for the parties to implement appropriate arrangements to ensure that corporate objectives are met.
- 4.2 The Award will help facilitate the processes necessary to enhance the productivity of the organisation and provide a better return to the organisation, the staff, and the community.

### 5. Wage Rates

This award is listed in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2018 and wages payable to employees shall be in accordance with that award or any award replacing it. The rates set out at PART B, Monetary Rates, Table 1 - Rates of Pay, are subject to the rates as set by the Crown Employees Wages Staff (Rates of Pay) Award 2018 or any award replacing it.

### 6. General Conditions of Employment

- 6.1 Conditions of employment are regulated by the Government Sector Employment Act 2013 and its Regulations and Rules.
- 6.2 Conditions provided by this Award are:
  - 6.2.1 The ordinary working hours shall be an average of thirty-five per week.
  - 6.2.2 All allowances previously paid to staff covered by this Award, including the Licence Allowance, Tool Allowance and Leading Hand Allowance, are to be rolled into salary.
  - 6.2.3 As from the date of effect of this Award, staff covered by this Award shall not be required to provide their own tools.
  - 6.2.4 Employees will be entitled to an additional holiday on a working day nominated by the Department Head within the period between Boxing Day and New Year's Day. This holiday

applies in lieu of the Union Picnic Day entitlement provided by the Crown Employees (Skilled Trades) Award.

### 6.3 Conditions provided by other Awards

6.3.1 Conditions of employment not regulated by this clause shall be covered by the Crown Employees (Skilled Trades) Award except for Overtime, Travelling Compensation and Excess Travelling Time for which provisions of the Conditions Award shall apply and;

6.3.2 Any other conditions not regulated by this Award or the Crown Employees (Skilled Trades) Award shall be provided by the Conditions Award as varied.

6.4 Where there is any inconsistency between this Award, the Crown Employees (Skilled Trades) Award and the Conditions Award this Award shall prevail to the extent of the inconsistency.

### 6.5 Flexible Working Hours

Flexible Working Hours: The Museum of Applied Arts and Sciences Flexible Working Hours Agreement of 1999 shall govern the employees covered under this award in terms of the hours of duty and flexible working hours.

### 6.6 Union deduction

Subject to a staff member making written authorisation, the Department shall deduct from the staff member's pay, subscriptions payable to a nominated industrial organisation of employees (Union) and shall pay the deducted subscriptions to such an organisation.

## 7. Consultative Committee

7.1 The Museum of Applied Arts and Sciences ETU/Management Consultative Committee shall monitor the implementation of this Award and make, during its period of operation, recommendations to the Secretary of the Museum of Applied Arts and Sciences with regard to any matters regarding the implementation of this Award.

7.2 The ETU/Management Consultative Committee shall consist of representatives of management and representatives of the unions which are party to this Award, the latter chosen at the discretion of the union members covered by this Award.

7.3 Should the parties to the ETU/Management Consultative Committee fail to reach agreement on any matter the Dispute Resolution Procedures outlined in clause 8 will be followed.

## 8. Grievance and Disputes Settling Procedures

8.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate Department, if required.

8.2 A staff member is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.

8.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the staff member to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.

8.4 The immediate manager, or other appropriate officer, shall convene a meeting in order to resolve the grievance, dispute or difficulty within two (2) working days, or as soon as practicable, of the matter being brought to attention.

- 8.5 If the matter remains unresolved with the immediate manager, the staff member may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 8.6 The Department Head may refer the matter to the Industrial Relations Secretary for consideration.
- 8.7 If the matter remains unresolved, the Department Head shall provide a written response to the staff member and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 8.8 A staff member, at any stage, may request to be represented by the Association.
- 8.9 The staff member or the Association on their behalf or the Department Head may refer the matter to the Industrial Relations Commission of NSW if the matter is unresolved following the use of these procedures.
- 8.10 The staff member, Association, Department and Industrial Relations Secretary shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 8.11 Whilst the procedures outlined in subclauses 8.1 to 8.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any staff member or member of the public.

## 9. Classification Standards

- 9.1 A role falling within the scope of this Award shall have assigned to it a classification level determined in accordance with the classification standards detailed below. Progression in each level is detailed below.
- 9.1.1 Electrical Preparator Grade 1: There are three salary levels for incremental progression. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.
- 9.1.2 Electrical Preparator Grade 2: There is a soft barrier from Grade 1. Progression will be determined by satisfactory attendance after 12 months at the Year 3 level of Grade 1, availability of work at the higher level of duties as specified in the role description and satisfactory performance of the higher level of duties. Approval for progression will be in accordance with the Museum of Applied Arts and Sciences' Delegation Manual. There are 2 salary levels in Grade 2. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.
- 9.1.3 Senior Electrical Preparator: This is a promotional role and there are two levels in this classification. Progression will be determined by satisfactory performance and satisfactory attendance after 12 months at each level.

## 10. Anti-Discrimination

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



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

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

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

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.
- (d) A party to this Award from pursuing or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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

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

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

### **11. Area Incidence and Duration**

11.1 This Award applies to all staff of the Museum of Applied Arts and Sciences who are currently employed in the classifications defined in Part B, Table 1 of the Crown Employees (Skilled Trades) Award.

11.2 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 27 November 2018.

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

### **12. Savings and Rights**

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

### **13. No Extra Claims**

Other than as provided for in the *Industrial Relations Act 1996* and the Industrial Relations (Public Sector Conditions of Employment) Regulation 2014, there shall be no further claims/demands or proceedings instituted before the NSW Industrial Relations Commission for extra or reduced wages, salaries, rates of pay, allowances or conditions of employment with respect to the employees covered by the Award that take effect prior to 30 June 2016 by a party to this Award.

**PART B****MONETARY RATES****Table 1 - Rates of Pay**

Rates of pay effective 1 July 2018

This award is listed in Schedule A of the Crown Employees Wages Staff (Rates of Pay) Award 2018 and wages payable to employees shall be in accordance with that award or any award replacing it. The rates set out at PART B, Monetary Rates, Table 1 - Rates of Pay, are subject to the rates as set by the Crown Employees Wages Staff (Rates of Pay) Award 2018 or any award replacing it.

	Pay Rates 1/7/2018 \$
Grade 1	
1st Year	62,670.00
2nd Year	64,393.00
3rd Year	66,197.00
Grade 2	
1st Year	68,706.00
2nd Year	71,391.00
Senior Electrical Preparator	
Grade 1	
1st Year	74,333.00
2nd Year	75,686.00

KITE, P. Chief Commissioner

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Printed by the authority of the Industrial Registrar.

**LOCAL GOVERNMENT (STATE) AWARD 2017**

## INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union, Industrial Organisation of Employees.

(Case No. 205111 of 2019)

Before Chief Commissioner Kite

11 July 2019

**VARIATION**

1. Delete the table, Clause 30E (XII) - Traineeship Wage Rates of Part B, Monetary Rates, of the award published 31 May 2019 (384 I.G. 493), and insert in lieu thereof the following:

**CLAUSE 30E (XII) - TRAINEESHIP WAGE RATES**

	Highest Year of School Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
<b>School Leaver</b>	332.80	366.50	436.50
Plus 1 year out of school	366.50	436.60	508.10
Plus 2 years	436.60	508.10	591.30
Plus 3 years	508.10	591.30	677.00
Plus 4 years	591.30	677.00	
Plus 5 years or more	677.00		

2. Delete Table 2, Allowances of Part B, Monetary Rates, and insert in lieu thereof the following:

**MONETARY RATES - TABLE 2 ALLOWANCES**

	First Pay Period 01/07/17 \$	First Pay Period 01/07/18 \$	First Pay Period 13/07/18 \$	First Pay Period 01/07/19 \$
Clause 15(i) Level 1 Adverse Working Conditions Allowance	0.41p.h. or 15.40p.w.	0.42p.h. or 15.80p.w.	0.42p.h. or 15.80p.w.	0.43p.h. or 16.20p.w.
Clause 15(ii) Level 2 Adverse Working Conditions Allowance	1.07p.h. or 40.70p.w.	1.10p.h. or 41.70p.w.	1.10p.h. or 41.70p.w.	1.13p.h. or 42.70p.w.
Clause 15(iii) Sewer Chokes	8.77p.s.	8.99p.s.	8.99p.s.	9.21p.s.
Clause 15(vi)(a) Tool Allowances				
Bricklayer	22.00p.w.	22.00p.w.	22.00p.w.	22.00p.w.
Carpenter & Plumber	30.80p.w.	30.80p.w.	30.80p.w.	30.80p.w.
Metal & Mechanical Trades	30.80p.w.	30.80p.w.	30.80p.w.	30.80p.w.
Painter & Signwriter	7.50p.w.	7.50p.w.	7.50p.w.	7.50p.w.
Plasterer	30.80p.w.	30.80p.w.	30.80p.w.	30.80p.w.
Clause 15 (vi)(d) Insurance Value	1790.00p.a.	1790.10p.a.	1790.10p.a.	1790.10p.a.
Clause 15(x)(f) Travelling Allowances				
3 - 10 km	4.93p.j.	5.05p.j.	5.05p.j.	5.18p.j.
11 - 20 km	7.80p.j.	8.00p.j.	8.00p.j.	8.20p.j.
21 - 33 km	11.30p.j.	11.58p.j.	11.58p.j.	11.87p.j.
34 - 50 km	17.29p.j.	17.72p.j.	17.72p.j.	18.16p.j.

Each additional 10kms	4.65p.j.	4.77p.j.	4.77p.j.	4.89p.j.
Clause 15(x)(j) Vehicle Allowance (cents per km)				
Under 2.5 litres	0.68p.km.	0.68p.km.	0.68p.km.	0.68p.km.
2.5 litres and over	0.78p.km.	0.78p.km.	0.78p.km.	0.78p.km.
Clause 15(xi)(a) Camping Allowance	58.00p.n.	63.00p.n.	63.00p.n.	67.55p.n.
Clause 15 (xii)(a) Community Language Allowance	21.80p.w.	22.30p.w.	22.30p.w.	22.90p.w.
Clause 15(xiii)(a) First Aid Allowance	14.70p.w.	15.10p.w.	15.10p.w.	15.50p.w.
Clause 15(xiv) Meal Allowance	15.14	15.14	15.45	15.94
Clause 15(xv) Civil Liability Allowance (payable from the first pay period commencing on or after 15 December 2006)	3.5%	3.5%	3.5%	3.5%
Clause 16A(i) Vehicle Allowances (cents per km)				
(a) Under 2.5 litres	0.68p.km.	0.68p.km.	0.68p.km.	0.68p.km.
2.5 litres and over	0.78p.km.	0.78p.km.	0.78p.km.	0.78p.km.
(b) Minimum quarterly payment	2145.00	2145.00	2145.00	2145.00
Clause 19C (iii) On Call Allowance on ordinary working days	19.33p.d.	19.81p.d.	19.81p.d.	20.31p.d.
Clause 19C (iv) On Call Allowance - on other days	37.84p.d.	38.79p.d.	38.79p.d.	39.76p.d.
Clause 19C (v) On Call Allowance - maximum per week	172.40p.w.	176.70p.w.	176.70p.w.	181.10p.w.
Clause 40(vi) Job Search Allowance	2558.80	2622.80	2622.80	2688.40
Clause 42(iv) Savings and Transitional				
(a) West of the Line Allowance	3.90p.w.	3.90p.w.	3.90p.w.	3.90p.w.
(b) Climatic Allowance	3.90p.w.	3.90p.w.	3.90p.w.	3.90p.w.

2. This variation shall take effect on and from 1 July 2018 and will have a nominal term coincident with the principle award, 30 June 2020.

P. M. KITE, *Chief Commissioner.*

**ENTERPRISE AGREEMENTS APPROVED  
BY THE INDUSTRIAL RELATIONS COMMISSION**

(Published pursuant to s.45(2) of the *Industrial Relations Act 1996*)

**EA20/02 - State Super Enterprise Agreement 2020-2022**

**Made Between:** SAS Trustee Corporation Staff Agency -&- Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

**New/Variation:** New

**Approval and Commencement Date:** Approved 3 February 2020 and commenced 10 February 2020.

**Description of Employees:** The agreement applies to all non-executive employees employed by the SAS Trustee Corporation Staff Agency, also known as State Super, located at 83 Clarence Street, Sydney NSW 2000.

**Nominal Term:** 30 Months.

**EA20/03 - MidCoast Council Water Services Enterprise Agreement 2019**

**Made Between:** MidCoast Council -&- New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union; The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch); and the Electrical Trades Union of Australia, New South Wales Branch.

**New/Variation:** New

**Approval and Commencement Date:** Approved 20 May 2019 and commenced 20 May 2019.

**Description of Employees:** The agreement applies to all employees (excluding the General Manager and Senior Staff) employed by the MidCoast Council, who were covered by the MidCoast County Council Enterprise Agreement 2015 immediately prior to the commencement of this Agreement, who fall within the coverage of the Local Government (State) Award 2017.

**Nominal Term:** 36 Months.