

CROWN EMPLOYEES (DEPARTMENT OF EDUCATION AND COMMUNITIES - PROGRAM OFFICERS) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 117 of 2012)

Before The Honourable Mr Justice Staff

30 March 2012

REVIEWED AWARD

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2. Title

- 2.1 This award will be known as the Crown Employees (Department of Education and Communities - Program Officers) Award.

3. Definitions

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

"AQF" refers to the Australian Qualifications Framework.

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

"Assistant Group Leader" refers to an employee employed on a temporary or casual basis to learn the role of group leader who may also be required to assist group leaders and program officers in the delivery of programs that are non-educational outcomes based.

"Bivouac" refers to an under canvas/camping activity conducted by Program Officers for client groups.

"Centre" refers to a Departmental residential establishment or site as listed at Schedule 1 where instruction is provided in outdoor recreation for members of the community. It also includes any place designated as part of, or as an annex to, such an establishment.

"Centre Manager" refers to the Centre Manager of a Centre of the Department.

"Day Duty" refers to hours of duty performed between 7.00am and 7.30pm but does not include meal breaks or periods where an employee is on call.

"Department" means the Department of Education and Communities.

"Director Commercial Services" means the Director Commercial Service, Sport and Recreation Division of the Department.

"Director-General" means the Director-General of the Department.

"Director-General, Department of Premier and Cabinet" has the same meaning as in the *Public Sector Employment and Management Act 2002*.

"Employees" means all persons employed under the provisions of the Act as permanent, temporary or casual employees and who as at the operative date of this award were occupying a position covered by this award, or who, after that date, are appointed to or employed in any such position.

"Executive Director" means the Executive Director, Sport and Recreation.

"Hours of Duty" refers to the period of time an employee is rostered to deliver client services on day duty, night duty and on duty during a bivouac, but does not include meal breaks or periods where an employee is on call.

"Night Duty" refers to hours of duty performed between 7.30pm and 7.00am but does not include meal breaks or periods where an employee is on call.

"On Call" refers to periods where an employee is required to be in attendance at the workplace or at a bivouac but during which the employee is off duty and is permitted to undertake personal activities including sleep but, where circumstances require it, may be called to duty. Periods of on call shall not be regarded as rostered hours of duty.

"Program Officer" refers to an employee employed to deliver programs, services and products encompassing structured educational programs, coordination, coaching and instruction of sport and recreational activities and provision of liaison services to community, sporting, corporate and other client groups.

"Program Officer (Group Leader)" refers to an employee employed on a temporary or casual basis to provide instruction and deliver programs that are non-educational outcomes based.

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

"Sport and Recreation" means the Sport and Recreation division of the Department.

4. Parties

4.1 This award has been made between the following parties:

- (i) Director-General, Department of Premier and Cabinet
- (ii) Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales
- (iii) Department of Education and Communities

5. Appointment and Employment

5.1 The appointment or employment of employees to vacant positions will be by competitive merit selection, or by transfer between like positions, as set out in the Act.

5.2 Program Officers will be appointed or employed on the basis of possessing tertiary qualifications in a relevant field and appropriate knowledge, skills and experience as determined by the Executive Director. 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 (AQF) Outdoor Recreation and relevant industry experience.

5.3 Program Officer (Group Leaders) and Assistant Group Leaders are employed on a temporary or casual basis only.

5.4 Assistant Instructors must have completed four years of secondary education and have attended a Departmental introductory training camp or have equivalent experience in a similar environment.

5.5 Program Officer (Group Leader) must meet the requirements of Assistant Instructor and in addition hold a current Royal Life Saving Society (RLSS) Swim and Survive Award, Resuscitation Award, First Aid Qualification and have obtained Sport and Recreation Activity Accreditation Scheme (SRAAS) accreditation as prescribed by the SRAAS policy. In addition, Program Officer (Group Leader) must have been employed on a minimum of two occasions as an Assistant Group Leader or provide evidence of equivalent experience and/or qualifications.

6. Rates of Pay

6.1 Rates of pay are specified at Part B, Tables 1, 2 and 3 of this award. The minimum salary level to which a Program Officer will be appointed to shall be the rate specified at Level 3, Table 1.

6.2 Rates of pay provided for in this award will be adjusted in accordance with variations to the Crown Employees (Public Sector - Salaries 2008) Award or any replacement award.

7. Temporary and Casual Employment

- 7.1 A temporary employee may be employed under section 27 of the Act to carry out the duties of a position that is temporarily vacant or to provide additional assistance during busy periods. The nature of the employment will be regular and for a fixed period of time.
- 7.2 A casual employee may be employed under section 38 of the Act. The nature of the employment will be irregular, intermittent, of short duration and may have arisen due to unforeseen staff shortages or emergencies.
- 7.3 Temporary and casual Program Officers will be paid on a daily or half daily basis at the appropriate rate prescribed in Part B, Table 2 of this Award commensurate with their skills, experience and qualifications as determined by the Centre Manager.
- 7.4 The casual rates of pay for Program Officer specified at Part B, Table 2 include a loading and represent full remuneration for employment (including recreation leave), with the exception of entitlements provided in Clause 13, Night Duty Allowance, and at Appendix 1 of this award.
- 7.5 The rates of pay for Program Officer (Instructor) and Assistant Instructor are specified at Part B, Table 3. These rates represent full remuneration of employment with the exception of entitlements provided under subclause 7.7 of this clause and Clause 13, Night Duty Allowance, of this award.
- 7.6 Temporary and casual employees may be engaged for a period of less than one full day within the term of their employment. An employee engaged on a half-day basis (up to 3.5 hours) shall attract a salary of 50% of the rate specified at Part B, Table 2 for program officers or Table 3 for Program Officer (Instructors) or Assistant Instructors. Duty that extends beyond half day (3.5 hours) shall attract the full daily rate of pay.
- 7.7 Temporary Program Officers, Program Officer (Group Leaders) and Assistant Group Leaders engaged for periods of three months or less will receive 6/46ths of salary earned during their employment in lieu of recreation leave entitlements when their period of employment ends.

8. Mobile Positions

- 8.1 Three permanent mobile program officer positions will be established by the Department. These positions will be based at Sport and Recreation's central office however employees appointed to these positions will be deployed across locations where the need arises.
- 8.2 Travel allowances for employees in mobile positions will be payable in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009, or any replacement award.
- 8.3 Employees appointed to mobile positions may apply to transfer to an advertised program officer vacancy permanently established at a Centre or Academy after 12 months continuous service in a mobile position. Such transfers will require the approval of the Director Commercial Services.
- 8.4 The Association will be consulted if the Department proposes to increase the number of mobile positions established.

9. General Conditions of Employment

- 9.1 All other conditions not specified in this award shall be provided in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement award.

10. Hours of Duty

- 10.1 The contract hours of duty will be 35 hours per week, exclusive of meal breaks and shall be worked over 20 days within a four week roster cycle. Hours of duty may be undertaken on any day of the week and may comprise day duty and night duty.

- 10.2 Employees will be rostered according to client needs and may be required to commence duty at any time during the day.
- 10.3 Rosters will be displayed in an area available to all employees no less than five (5) days before the beginning of the four week roster cycle. A roster may be altered at any time to enable the service of a Centre to be delivered. A minimum of 24 hours notice of roster variations will be given wherever possible.
- 10.4 An employee may be requested to work when a rostered employee is absent from duty on account of illness, in an emergency or due to unforeseen circumstances but only if it reasonable for the employee to be required to do so.
- 10.5 An employee may refuse to work additional hours resulting from a roster change in circumstances where the working of such hours would result in the employee working unreasonable hours. In determining what is unreasonable, the following factors will be taken into account:
- (i) the employee's prior commitments outside the workplace, particularly the employee's family and carer responsibilities, community obligations or study arrangements;
 - (ii) any risk to employee health and safety;
 - (iii) the urgency of the work required to be performed, the impact on the operational commitments of the organisation and the effect on client services;
 - (iv) the notice (if any) given by the Manager and by the employee of their intention to refuse to work the additional hours, or
 - (v) any other relevant matter
- 10.6 Employees will be rostered for 20 days within a four week roster cycle. Permanent and temporary program officers who are required to undertake duty on days in excess of 20 days in a four week roster cycle shall be entitled to accumulate one day compensatory leave for each day worked in excess of twenty.
- 10.7 Night duty and hours worked in excess of 35 hours per week by permanent and temporary program officers are compensated by way of payment of the sport and recreation allowance (see clause 12), additional recreation leave (see subclause 14.2) and compensatory leave (see clause 15).
- 10.8 Wherever practicable, an unpaid meal break of 30 minutes must be provided to and taken by employees after every five hours of continuous duty. Where it is not possible for an employee to be provided with an uninterrupted meal break, the meal break will be counted as part of the employee's hours of duty.
- 10.9 All employees must record their hours of duty each day in an approved form, specifying start and finish times and meal breaks.

10A. Public Holidays

- 10A.1 Employees rostered for duty on a Public Holiday shall count the hours actually worked towards their contract hours of duty and the day shall be counted as a day worked within the four week roster cycle.
- 10A.2 Public Holiday duty is compensated by way of payment of the sport and recreation allowance (see clause 12) and compensatory leave (see paragraph (ii) of subclause 15.1).
- 10A.3 Employees not rostered for duty on a Public Holiday shall count 7 hours towards their contract hours of duty and the day shall be counted as a day worked within the four week roster cycle.

11. On Call

- 11.1 Employees may be required to perform on call duties as a regular part of their role to support the safety and welfare of clients. When on call overnight, an employee will be required to reside on site in Centre accommodation in order to respond immediately to emergencies or situations requiring the assistance of an employee.
- 11.2 Employees will be provided with free lodging for each night they are required to be on call overnight.
- 11.3 Employees must report any disturbances to the Centre Manager. If the incident is serious and/or resulted in a significant disruption to the employee's sleep, the Centre Manager will be required to make an assessment of the employee's ability to continue duty if rostered on the next day.
- 11.4 Compensation for on call undertaken by permanent and temporary program officers is provided through payment of the sport and recreation allowance (see clause 12 of this award) and compensatory leave (see clause 15 of this award).

12. Sport and Recreation Allowance

- 12.1 The sport and recreation allowance prescribed in Part B, Table 4 of this award is payable to all permanent Program Officers, except as provided at subclause 12.7 of this clause.
- 12.2 Temporary Program Officers shall be entitled to the daily allowance prescribed in Part B, Table 4 for each day they are employed. Casual Program Officers and instructional staff are not entitled to the sport and recreation allowance.
- 12.3 The sport and recreation allowance is payable for all incidences of employment, except as provided at subclause 12.5 of this award, and will be regarded as part of salary for superannuation purposes.
- 12.4 The sport and recreation allowance is in lieu of:
 - (i) overtime payments and allowances paid for:
 - night duty and/or on call on up to eight occasions in a roster period
 - weekend work
 - public holiday duty
 - (ii) meal interruptions
 - (iii) working in adverse conditions (for example, but not restricted to, inclement weather).
- 12.5 The sport and recreation allowance does not compensate for employees sleeping outdoors as part of a bivouac, who shall be paid a camping allowance as provided in Table 1 - Allowances of the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement award. The camping allowance shall be paid at the rate applicable for a Non Established Camp, as determined by the Director-General, Department of Premier and Cabinet from time to time.
- 12.6 The sport and recreation allowance will be adjusted in accordance with variations to the Crown Employees (Public Sector - Salaries 2008) Award or any replacement award.
- 12.7 The sport and recreation allowance will not be payable during temporary transfers to positions that are not covered by this award.

13. Night Duty Allowance

- 13.1 Casual Program Officers are entitled to the night duty allowance prescribed at Part B, Table 4 of this award if they are rostered for night duty or are required to be on call overnight.

- 13.2 Program Officer (Group Leaders) are entitled to the allowance specified at Part B, Table 4 of this award if they are required to be on call overnight.
- 13.3 Assistant Group Leaders are not eligible to receive the night duty allowance as they are not required to perform night duty.

14. Recreation Leave and Annual Leave Loading

- 14.1 Employees shall be entitled to recreation leave as provided for in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement award.
- 14.2 In addition to the entitlements under subclause 14.1 of this clause, employees shall be entitled to accrue an additional ten days recreation leave per annum as compensation for day duty performed that is in excess of the contract hours of duty.
- 14.3 An employee shall take at least two consecutive weeks of recreation leave every 12 months, except by agreement with the Director Commercial Services in special circumstances.
- 14.4 Employees are entitled to accrue up to a maximum of 40 days recreation leave before they will be directed to take a minimum of two weeks recreation leave within three months of the notification at a time convenient to the Centre.
- 14.5 The employee will be notified when accrued recreation leave reaches 50 days and will be directed to take at least two weeks recreation leave within six weeks of the notification. This leave is to be taken at a time convenient to the Centre.
- 14.6 Rates of pay provided for in this award at Part B, Tables 1, 2 and 3 incorporate payment for annual leave loading.

15. Compensatory Leave

- 15.1 Permanent and temporary Program Officers will accrue compensatory leave, subject to subclause 15.2 of this clause, in the following circumstances:
- (i) In accordance with subclause 10.6 of clause 10, Hours of Duty, of this award, one day of compensatory leave will accrue for each day worked in excess of 20 in a roster cycle.
 - (ii) Employees rostered for duty on a public holiday at any time during the roster cycle shall accrue 1.5 days compensatory leave.
 - (iii) Employees who are rostered to perform night duty or are required to be on call overnight on more than eight occasions in any roster period shall accrue compensatory leave as follows:
 - one day of compensatory leave will accrue for overnight night duty/on call
 - a half day of compensatory leave will accrue for night duty/on call that does not require the employee for the entire night provided a minimum of 7 hours duty in total (day and night duty) has been worked.Employees can be rostered for night duty or required to be on call overnight on up to eight occasions in each roster period before compensatory leave accrues.
 - (iv) The number of nights rostered to achieve accrual of compensatory leave will be pro-rated for each week of leave taken in a roster period:
 - Where one week of leave is taken compensatory leave will accrue in accordance with paragraph (iii) of this subclause when the employee is required to perform night duty or be on call overnight on more than 6 occasions

Where two weeks of leave is taken compensatory leave will accrue in accordance with the said paragraph (iii) when the employee is required to perform night duty or be on call overnight on more than 4 occasions

Where three weeks of leave is taken compensatory leave will accrue in accordance with the said paragraph (iii) when the employee is required to perform night duty or be on call overnight on more than 2 occasions

- (v) Hours of duty performed in excess of 40 hours per week will attract compensatory leave, on an hour for hour basis, up to a maximum of 91 hours per annum. Compensatory leave accrued under this paragraph is not counted towards the limit on accumulation set at subclause 15.2 for compensatory leave accrued under paragraphs (i)-(iv) of this subclause.

- 15.2 Employees may accumulate up to ten days compensatory leave accrued in accordance with paragraphs (i), (ii), (iii) and (iv) of subclause 15.1 of this clause.
- 15.3 Employees should use their compensatory leave in the roster cycle following the roster in which it was accrued, wherever possible.
- 15.4 Employees may be directed by the Centre Manager to take accrued compensatory leave during seasonal downturns and quiet times.
- 15.5 Compensatory leave balances should be reduced to zero at the commencement of each year, or before a transfer to another Centre or to a position not covered by this award.

16. Accommodation and Residential Requirements

- 16.1 Program Officers who elect to reside in separate housing accommodation, where available, within a Centre shall pay rent on accommodation as determined by the Executive Director.
- 16.2 Program Officers who elect to reside in separate housing accommodation, where available, within a Centre shall pay a utilities charge as determined by the Executive Director. This charge shall be considered payment of the employee's contribution to the cost of personal electricity, gas/heating and telephone use.
- 16.3 Program Officers who elect to occupy shared accommodation where it is available within a Centre are not required to pay rent on the days when they are rostered on program duty. Rent will be paid at all other times in accordance with the Meals & Accommodation Policy.

17. Staff to Client Ratios

- 17.1 The number of clients to which a Program Officer or Program Officer (Group Leader) shall be required to supervise in the participation of an outdoor recreation activity shall be limited to 32 unless the employee is accompanied by another adult or visiting teacher.
- 17.2 Assistant Group Leaders must be accompanied by another Program Officer, Program Officer (Group Leader), adult or visiting teacher when providing instruction.

18. Protective Clothing and Equipment

- 18.1 The Department will provide permanent and temporary employees employed for periods in excess of 12 months with the following items:
 - (i) 1 x pair of sunglasses (approved by the NSW Cancer Council)
 - (ii) 1 x sunhat that provides adequate sun coverage
 - (iii) Sunscreen

- (iv) 1 x sleeping bag
- (v) 1 x gortex raincoat
- (vi) 1 x 2-way radio for use during activities held off-site

All items may be retained by the employee, with the exception of the two-way radio which must be returned to the Centre when the employee leaves his/her position.

- 18.2 Permanent and temporary employees will be paid a laundry allowance as provided in the Crown Employees (Public Service Conditions of Employment) Award 2009 or any replacement award.
- 18.3 Clothing and equipment specified under subclause 18.1 of this clause will be purchased in accordance with NSW Government Procurement Guidelines and where possible, goods will be Australian Made.

19. Immunisations

- 19.1 The Department will offer all permanent and temporary employees who are to be employed for three months or longer, immunisations against Hepatitis A and Hepatitis B. The Department will fund the cost of the injections including the post vaccination serology tests.

20. Accreditations

- 20.1 The Department will support the continuing first aid and resuscitation accreditation of Program Officers and will fund the cost of the training and provide paid time for the employee to achieve this accreditation.
- 20.2 The Department may provide support for other accreditations deemed essential for employees at specific locations. These could include, but are not limited to, boat licences and bus licences.

21. Professional Development

- 21.1 The Department is committed to the professional development of employees. The Department will identify the training and development needs of employees and provide opportunities for skill and professional development. In turn employees will undertake to professionally develop their skills and knowledge and apply these to the best of their ability.

22. Transfers Between Centres

- 22.1 After two years of continuous service, an employee may apply for transfer to an advertised vacancy at another Centre. Such transfers will require the approval of the Director Commercial Services.
- 22.2 An employee's place of work may be changed by approval of the Director Commercial Services from one Centre to another on a temporary basis for reasons of skills transfer, to meet seasonal or unexpected client demand, emergency or at the employee's request.
- 22.3 If a Centre is closed due to seasonal demand, or is temporarily not providing services for reasons of emergency, employees may be required to temporarily relocate to another Centre for up to one roster period with extension by mutual agreement or, alternatively to take accrued leave.
- 22.4 Subclauses 22.2 and 22.3 of this clause will be subject to consultation with the employee and personal circumstances will be taken into account.
- 22.5 Transfers between Centres will be in accordance with the provisions of the Act and the guidelines issues by the Director-General, Department of Premier and Cabinet from time to time.

23. Variable Year Employment

- 23.1 Permanent employees may choose to take a year's leave after working for a period of four (4) years with the Department. This leave may be unpaid or paid leave.
- 23.2 Employees may choose to have regular deductions from their pay for the preceding four years to allow for the fifth year of employment to be on full or part pay.
- 23.3 Employees may take advantage of variable year employment for reasons of family responsibilities, academic study, travel, or alternative employment.
- 23.4 Applications for variable year employment will be submitted to the Director Commercial Services for approval. The employee will retain a right of return to their original position.

24. Deduction of Union Membership Fees

- 24.1 The Association will provide the Department with a schedule setting out fortnightly union membership fees payable by members of the union in accordance with the union's rules.
- 24.2 The Association will advise the Department of any change to the amount of fortnightly union membership fees made under its rules. Any variation to the schedule of fortnightly union membership fees payable will be provided to the Department at least one month in advance of the variation taking effect.
- 24.3 Subject to subclauses 24.1 and 24.2 of this clause, the Department will deduct union fortnightly membership fees from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the Department to make such deductions.
- 24.4 These deductions from an employee's pay will be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to the employee's union membership accounts.
- 24.5 Unless the Department and the Association agree to other arrangements, all union membership fees will 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 before this clause taking effect, nothing in this clause will be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

25. Anti Discrimination

- 25.1 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 or responsibilities as a carer.
- 25.2 It follows that in fulfilling their obligations under the Grievance and Dispute Resolution Procedures prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 25.3 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.
- 25.4 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.
- 25.5 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.

26. Grievance and Dispute Resolution Procedures

- 26.1 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.
- 26.2 An employee is required to notify in writing their immediate manager, as to the substance of the grievance, dispute or difficulty, request a meeting to discuss the matter, and if possible, state the remedy sought.
- 26.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act 1977*) that makes it impractical for the employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Department Head or delegate.
- 26.4 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.
- 26.5 If the matter remains unresolved with the immediate manager, the employee may request to meet the appropriate person at the next level of management in order to resolve the matter. This manager shall respond within two (2) working days, or as soon as practicable. The employee may pursue the sequence of reference to successive levels of management until the matter is referred to the Department Head.
- 26.6 The Department Head may refer the matter to the Director-General, Department of Premier and Cabinet for consideration.
- 26.7 If the matter remains unresolved, the Department Head shall provide a written response to the employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reason for not taking action, in relation to the matter.
- 26.8 An employee, at any stage, may request to be represented by the Association.
- 26.9 The employee or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 26.10 The employee, Association, department and Director-General, Department of Premier and Cabinet shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 26.11 Whilst the procedures outlined in subclauses 26.1 to 26.9 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving work health and safety, if practicable, normal work shall proceed in a manner which avoids any risk to the health and safety of any employee or member of the public

27. No Extra Claims

The parties to this award undertake that for the period of this award, they will not pursue any extra claims except those allowed under section 17(3) of the Industrial Relations Act 1996.

28. Area, Incidence and Duration

- 28.1 This award will apply to all staff employed by the Department who are employed in the classifications of Program Officer, Program Officer (Group Leader) and Assistant Group Leader.
- 28.2 The employees regulated by this award will be entitled to the conditions of employment as set out in this award and, except where specifically varied by this award, existing conditions provided for by the Public Sector Employment and Management Act 2002 and Regulation 2009, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award or any replacement awards.
- 28.3 The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Act* 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 I.G. 359) take effect on and from 30 March 2012.
- 28.4 Changes made to this award subsequent to it first being published on 11 July 2008 (366 I.G. 159) have been incorporated into this award as part of the review.
- 28.5 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

Table 1 - Rates of Pay - Program Officers - Permanent Employees

Classification	Salary Level	Rate of Pay (\$ per annum) First Pay Period following (FPPF) 1.7.11
Program Officer	Level 1	50,020
	Level 2	51,980
	Level 3	54,913
	Level 4	58,838
	Level 5	60,797
	Level 6	63,749
	Level 7	66,683
	Level 8	69,634
	Level 9	72,567
	Level 10	75,517
	Level 11	78,447
	Level 12	80,410

Table 2 - Rates of Pay - Program Officers - Temporary and Casual Employees

Classification	Salary Level	Temporary Employees FPPF 1.7.11 (per day) \$	Casual Employees FPPF 1.7.11 (per day) \$
Program Officer	Level 1	192.00	215.70
	Level 2	199.00	224.16
	Level 3	210.00	236.81
	Level 4	226.00	253.70
	Level 5	233.00	262.21
	Level 6	244.00	274.88
	Level 7	256.00	287.54
	Level 8	267.00	300.26
	Level 9	278.00	312.91
	Level 10	289.00	325.65
	Level 11	301.00	338.29
	Level 12	308.00	346.73

Table 3 - Rates of Pay - Assistant Group Leader & Program Officer (Group Leader)

Classification	Salary Level FPPF 1.7.11 (per day) \$
Assistant Group Leader	52.58
Program Officer (Group Leader)	167.63 203.35

Table 4 - Allowances

Allowance	Clause reference	Amount FPPF 1.7.11 \$
Sport and recreation allowance - permanent Program Officers	Subclause 12.1	9,806 per annum
Sport and recreation allowance - temporary Program Officers	Subclause 12.2	37.59 per day
Night duty allowance - casual Program Officers	Clause 13	80.23 per night
Night Duty allowance - Program Officer (Group Leader)	Clause 13	38.71 per night

SCHEDULE 1

CENTRE AND ACADEMY LOCATIONS

Berry Sport and Recreation Centre
660 Coolangatta Road
BERRY NSW 2535

Borambola Sport and Recreation Centre
1980 Sturt Highway
WAGGA WAGGA NSW 2650

Broken Bay Sport and Recreation Centre
BROOKLYN NSW 2083

Lake Ainsworth Sport and Recreation Centre
Pacific Parade
LENNOX HEAD NSW 2478

Lake Burrendong Sport and Recreation Centre
Tara Road
MUMBIL NSW 2820

Jindabyne Sport and Recreation Centre
The Barry Way
JINDABYNE NSW 2627

Lake Keepit Sport and Recreation Centre
Fitness Camp Road
GUNNEDAH NSW 2380
Milson Island Sport and Recreation Centre
BROOKLYN NSW 2083

Myuna Bay Sport and Recreation Centre
Main Road
DORA CREEK NSW 2264

Point Wolstoncroft Sport and Recreation Centre
Kanangra Drive
GWANDALAN NSW 2259

Sydney Academy of Sport and Recreation
Wakehurst Parkway
NARRABEEN NSW 2101

APPENDIX 1

- (i) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement to Unpaid Parental Leave, of the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (a) The Department Head must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act 1996*) 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.
- (ii) Personal Carers entitlement for casual employees
- (a) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in (iii) below who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (d), and the notice requirements set out in (e).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

- (d) The casual employee shall, if required,
 - (A) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (B) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

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

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

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

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

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

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

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

(iv) Bereavement entitlements for casual employees

- (a) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (b) The Department Head and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) A Department Head must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

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

C.G. STAFF *J*

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