

CROWN EMPLOYEES (STATE EMERGENCY SERVICE) REGION STAFF AWARD 2017

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Arrangement

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PART A

1. Title

- 1.1 This award will be known as the Crown Employees (State Emergency Service) Region Staff Award 2017.

2. Definitions

- 2.1 "Act" means - the Government Sector Employment Act 2013.
- 2.2 "Association" means - the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.3 "Award" means - this Crown Employees (State Emergency Service) Region Staff Award 2017.
- 2.4 "Commissioner" means - the Commissioner of the State Emergency Service
- 2.5 "Industrial Relations Secretary" means the Secretary of the Treasury who is the employer for industrial purposes under the provision of Part 4, Government Sector Employment Act 2013.

- 2.6 "Region Staff" means - an officer employed temporarily or in an ongoing capacity in an SES Region either as a full-time or part-time employee, in any capacity under the provisions of Division 5, Section 43 of the Government Sector Employment Act 2013 and guidelines issued thereof or as amended from time to time. The term Region staff is comprised of the following roles:
- a. Region Controller
 - b. Deputy Region Controller
 - c. Business Manager
 - d. Community Engagement Co-ordinator
 - e. Volunteer Support Officer
 - f. Region Learning and Development Officer
- 2.7 "Role" means - a position, both full-time and part-time, pursuant to Section 43 of the Government Sector Employment Act 2013
- 2.8 "Salary Rates" means - the ordinary time rate of pay for the Region Employee's grading excluding allowance for "After Hours Duty Officer" and all other allowances not regarded as salary.2.7
- 2.9 "SES" means - the State Emergency Service as described in the *State Emergency Service Act 1989 No 164*.
- 2.10 "SES Act" means - the *State Emergency Service Act 1989 No. 164*.

3. General Conditions of Employment

- 3.1 Conditions of employment for all Region Staff shall be in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 except where varied by this Award and with the following Awards and Agreements as varied from time to time:

Crown Employees (Transferred Employees Compensation) Award

- 3.2 The provisions of this award are to apply to part-time workers on a pro-rata basis.

4. Salaries

- 4.1 Region Staff will be remunerated in accordance with the Crown Employees (Public Sector - Salaries 2017) Award as varied or an award replacing it. Salaries are set out in Table 1 - Salary Schedule Part B Monetary Rates.
- 4.2 Appointment of Region Staff shall be in accordance with the Government Sector Employment Act 2013.
- 4.3 A flexible and adaptable approach to working hours shall be adopted to meet peak demands, unit and volunteer demands, and the personal circumstances of the officer. Much of the work performed is during the evening or on weekends. The parties agree that the requirements will be no more than 40 days of weekend and public holiday work per annum and 80 occasions of evening work. The parties recognise that there could be variations to these requirements from time to time.
- 4.4 An allowance of 15% of the Region Staff member's gross annual salary will be paid in lieu of non-operational overtime and in recognition of the pattern of work. No non-operational overtime is anticipated.

5. Working Hours and Flexible Leave Entitlement

- 5.1 Region Staff will be able to accumulate flexitime credits beyond their contract hours. Flexitime entitlements will be the same as the current flexible working arrangements of the Department, i.e. Region Staff will be able to take up to 5 flexidays per flex period and can carry over up to 21 hours

credit per flex period. There will be no bandwidth or core-time. Contract hours of 35 hours per week will be worked on any day Monday to Sunday and will include travel time.

- 5.2 Region Staff will receive credit hours of one fifth of their normal weekly hours for each public holiday day. When required to work on a public holiday, a Region Staff member should credit the hours worked to flexitime and take the equivalent time off at a later date.
- 5.3 Region Staff will not be required to work more than 5 days in a row without at least 1 day off.
- 5.4 Part time Region Staff working on projects for State Headquarters will be paid additional hours from the project sponsors budget. The number of hours will be negotiated with the project sponsor on a case by case basis.

6. Operational Overtime

- 6.1 Access to overtime can only occur during operations when flexitime has been suspended.
- 6.2 Region Staff who are required to work operational overtime will be paid at the normal rate of pay including the 15% loading for the first seven hours, and overtime thereafter, excluding the 15% loading and meal breaks. When flexitime is suspended rest days are deemed to be Saturdays and Sundays.
- 6.3 Part time Region Staff who are required to work during operations may work full time and be paid additional hours for the period of the operation.
- 6.4 If a Region Staff member is required to perform duty as the after hours duty officer the following payments will be applicable:

Weekdays 2/9ths of a day's salary including loading.

Weekends 1/3 rd of a day's salary including loading.

- 6.4.1 Subject to paragraph 6.4.2, the SES may require a Region Staff member to work reasonable overtime at overtime rates.
- 6.4.2 Region Staff may refuse to work overtime in circumstances where the working of such overtime would result in the officer working hours which are unreasonable.
- 6.4.3 For the purposes of paragraph 6.4.2 what is unreasonable or otherwise will be determined having regard to:
 - 6.4.3.1 any risk to Region Staff health and safety;
 - 6.4.3.2 the Region staff member's personal circumstances including any family and carer responsibilities;
 - 6.4.3.3 the needs of the workplace or enterprise;
 - 6.4.3.4 the notice (if any) given by the SES of the overtime and by the Region Staff member of his or her intention to refuse it; and
 - 6.4.3.5 any other relevant matter.

7. Grievance and Dispute Settling Procedures

- 7.1 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 Agency, if required.

- 7.2 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.
- 7.3 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 Commissioner or delegate.
- 7.4 The immediate manager, or other appropriate officer, should 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.
- 7.5 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 Commissioner.
- 7.6 The Commissioner may refer the matter to the Industrial Relations Secretary for consideration.
- 7.7 If the matter remains unresolved, the Commissioner 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.
- 7.8 An employee, at any stage, may request to be represented by the Association.
- 7.9 The employee or the Association on their behalf, or the Commissioner may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 7.10 The employee, Association, and the Agency shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 7.11 Whilst the procedures outlined in subclauses 7.1 to 7.10 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 employee or member of the public.

8. Anti-Discrimination

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 Nothing in this clause is to be taken to affect:

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

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

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

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

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.

9. Motor Vehicle

Regional Staff are provided with access to an Agency motor vehicle and standing approval for limited personal use that does not preclude availability for operational response in accordance with relevant NSW Government and SES Policy.

10. Area, Incidence and Duration

10.1 The award will apply to all Region Staff employed in the State Emergency Service as defined under 2.6 of this award.

10.2 This Award will remain in force for one year.

11. No Extra Claims

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

PART B

MONETARY RATES

Table 1 - Salary Schedule

Salary of Full Time Region Staff

Effective from the beginning of the first pay period to commence on or after 1 July 2017

Classification Full Time Region Controllers – Clerk Grade 9/10	Fpp 1.7.17 Per annum \$
1st year of service	105,409
2nd year of service	108,373
3rd year of service	112,797
Thereafter	116,157
Deputy Region Controller – Clerk Grade 7/8	
1st year of service	92,470
2nd year of service	95,235
3rd year of service	99,204
Thereafter	102,359
Business Manager – Clerk Grade 5/6	
1st year of service	81,369
2nd year of service	83,935
3rd year of service	87,225
Thereafter	89,781
Community Engagement Officer – Clerk Grade 5/6	
1st year of service	81,369
2nd year of service	83,935
3rd year of service	87,225
Thereafter	89,781
Volunteer Support Officer – Clerk Grade 3/4	

1st year of service	68,929
2nd year of service	71,008
3rd year of service	73,224
Thereafter	75,476
Region Learning and Development Officer – Clerk Grade 5/6	
1st year of service	81,369
2nd year of service	83,935
3rd year of service	87,225
Thereafter	89,781
