CROWN EMPLOYEES (INTERPRETERS AND TRANSLATORS, MULTICULTURAL NSW) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by Multicultural NSW.

(Case No. 307389 of 2020)

Before Commissioner Murphy 19 May 2021

AWARD

PART A

1. Arrangement

PART A

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2. Title

This Award shall be known as the Crown Employees (Interpreters and Translators, Multicultural NSW) Award 2021.

3. Definitions

3.1 "Act" means the *Government Sector Employment* Act 2013.

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

3.3 "Base rate" for casual interpreters means a rate determined by dividing the annual salary by 52.17857, then by dividing 35. The base rate is not inclusive of any Casual Worker Loading.

3.4 "Casual Interpreter" a person is a casual interpreter if they hold the relevant NAATI credentials or qualifications as determined by Multicultural NSW and accept a job offer from Multicultural NSW knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work.

3.5 "Casual Translator" a person is a casual translator if they hold the relevant NAATI credentials or qualifications as determined by Multicultural NSW and accept a job offer from Multicultural NSW knowing that there is no firm advance commitment to ongoing work with an agreed pattern of work.

3.6 "Casual Worker Loading" is a loading of 28% paid for Standard Hours. The loading is paid in recognition of:

(a) the itinerant nature of the employment, and

(b) to compensate for all leave (except Long Service Leave), and

(c) travel time

The Casual Worker Loading is not included for the purposes of Non-Standard Hours or overtime.

3.7 "Court Interpreting Assignment" means interpreting assignments booked by NSW Courts.

3.8 "Employee" means a person employed in the kind of work defined by clause 7 and 8 of this Award to undertake interpreting or translating assignments.

3.9 "Hourly rate" means the base rate, plus the Casual Worker Loading of 28%.

3.10 "Interpreter/Translator" means an interpreter/translator who holds the credentials and qualifications as specified by NAATI or as determined by Multicultural NSW.

3.11 "Interpreting" means when an interpreter transfers a spoken or signed message in another language (the source language) into a spoken or signed message in another language (the target language) for the purpose of communication between people who do not share the same language.

3.12 "Interpreting Assignment" means the provision of Interpreting Services for the period allocated.

3.13 "Machine translation (MT)" means using fully automated software that can transfer source content into target languages. MT is used to help render text and speech into another language, or the MT software may operate without human intervention.

3.14 "Minimum hours of work for casual interpreters" are as follows:

(a) for Court Interpreting Assignments booked by NSW Courts: 3 hours.

(b) Telephone interpreting: 15 minutes.

(c) for all other assignments: 1.5 hours.

3.15 "Multicultural NSW" means the Multicultural NSW Staff Agency, within the Department of Communities and Justice as specified in Schedule 1, Part 2 of the Act.

3.16 "NAATI" means the National Accreditation Authority for Translators and Interpreters.

3.17 "Non-Standard Hours" for Casual Interpreters means hours worked outside the Standard Hours of 7.30a.m. to 6.00 p.m. Monday to Friday or hours worked on weekends and public holidays.

3.18 "NSW Courts" means the NSW Supreme Court, NSW District Court, NSW Local Court, NSW Coroners Court, NSW Drug Court or NSW Children's Court. It does not refer to NSW Tribunals or Courts under the Commonwealth or other State jurisdictions.

3.19 "Secretary" means the Industrial Relations Secretary, as established under the Act.

3.20 "Standard Hours" for Casual Interpreters means hours worked between 7.30 a.m. and 6.00 p.m., Monday to Friday.

3.21 "Technology Based Interpreting" means interpreting via technological medium. Technology mediated interpreting includes:

(a) telephone interpreting (as per clause 12)

(b) videoconference interpreting where participants communicate through a live audio-visual link (as per clause 10).

3.22 "Transcription" means converting spoken words from a video or audio file into text.

3.23 "Translating assignment" means allocation of documents to be transferred from the text of one language (the source language) into the text of another language (the target language) accurately reflecting the meaning.

3.24 "Translation" means transferring the text from one language (the source language) into the text of another language (the target language) accurately reflecting the meaning for the purpose of communication between persons who do not share the same language.

4. Parties to the Award

The parties to this Award are the Secretary, Multicultural NSW and the Association.

5. Exhibition of Award

A copy of this Award is to be accessible to all Multicultural NSW Interpreters and Translators.

6. Salaries

6.1 Salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement award.

6.2 A person employed as a casual employee shall be paid the appropriate base rates as set out in the Crown Employees (Public Sector - Salaries 2019) Award or any variation or replacement Award for the relevant classification set out in the table in subclause 10.2 or the table in subclause 11.3.

7. Interpreter Classifications

7.1 An Interpreter has interpreting qualifications based on the following NAATI recognised classifications. It is the responsibility of the employee to ensure that the credentials are current.

7.2 Certified Specialist Legal/Health/Conference Interpreter Qualification:

(a) Certified at Specialist or Conference Interpreter level as demonstrated by NAATI certification; or

(b) Meeting the qualifications/standards determined by Multicultural NSW.

7.3 Certified Interpreter

Qualification:

(a) Certified at Certified Interpreter level as demonstrated by the NAATI certification; or

(b) Meeting the qualifications/standards determined by Multicultural NSW.

7.4 Certified Provisional Interpreter

Qualification:

(a) Certified at Provisional Interpreter level as demonstrated by NAATI certification; or

(b) Meeting the qualifications/standards determined by Multicultural NSW.

7.5 Recognised Practising Interpreter

A Recognised Practising credential is granted in languages in which NAATI is unable to deliver testing on a regular basis. An Interpreter who holds a Recognised Practising credential has satisfied the minimum training requirements stipulated by NAATI and has recent and regular experience as an Interpreter. Recognised Practising credentials do not have equal status with certification.

8. Translator Classifications

8.1 A Translator has translating qualifications based on the following NAATI recognised classifications. It is the responsibility of the employee to ensure that the credentials are current.

8.2 Certified Advanced Translator Qualification:

(a) Certified at Advanced Translator level as demonstrated by NAATI certification; or

(b) Meeting the qualifications/standards determined by Multicultural NSW.

8.3 Certified Translator Qualification:

(a) Certified at Certified Translator Level as demonstrated by NAATI certification; or

(b) Meeting the qualifications/standards determined by Multicultural NSW.

8.4 Recognised Practising Translator

A Recognised Practising credential is granted in languages in which NAATI is unable to deliver testing on a regular basis. A Translator who holds a Recognised Practising credential has satisfied the minimum training requirements stipulated by NAATI and has recent and regular experience as a Translator. Recognised Practising credentials do not have equal status with certification.

9. Reclassification

9.1 Employees may apply for reclassification by way of successful completion of the appropriate NAATI certification process for that classification.

9.2 Where NAATI does not currently provide assessment for a language the employee may be eligible for assessment by Multicultural NSW, subject to the following criteria:

(a) Appropriate qualifications in interpreting or translating;

(b) Evidence of actual hours interpreting hours or words translated within the two years prior to the date of application;

(c) References provided by past interpreting or translating clients or language services providers;

(d) Successful completion of a Multicultural NSW on-line assessment;

(e) Actual evidence of Professional Development requirements, as set by NAATI, being met; and

(f) Assessment for Certified Interpreter or Translator classification will also require successful completion of a language proficiency test in both English and the language certification that is being sought for.

9.3 Where NAATI subsequently provides assessments for a language Multicultural NSW has made an assessment for in accordance with subclause 9.2, Multicultural NSW will require Interpreters and Translators to undertake the NAATI test within 3 months of the test becoming available.

9.3.1 If an Interpreter or Translator required to undertake a NAATI test under clause 9.3, subsequently fails that test, their rate of pay will revert to their current NAATI certification level from the first pay period after receiving the NAATI outcome.

9.3.2 If an Interpreter or Translator required to undertake a NAATI test under clause 9.3, does not undertake the test within the 3-month period of the test becoming available, their rate of pay will revert to their current NAATI certification level from the first pay period after the 3-month period has lapsed.

10. Casual Interpreting

The parties agree that the employment of Interpreters on a casual basis shall not prejudice the employment of any permanent Interpreters.

10.1 The provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 ("the Conditions of Employment Award") apply to a Casual Interpreter engaged in face-to-face services, except for the following provisions in the Conditions of Employment Award:

(a) Clause 12 - Casual Employment (the following subclauses still apply 12.6, Personal Carers entitlement for casual employees, 12.7, Bereavement entitlements for casual employees and subclause 12.8, Application of other clauses of this Award to casual employees)

(b) Clause 14 - Morning and Afternoon Breaks

(c) Section 4 - Allowances and other matters except clauses 36, 37 and 51

(d) Section 8 - Shift Work and Overtime

10.2 Each classification has a designated common salary point as set out in the Crown Employees (Public Sector-Salaries 2019) Award. As follows in the Table below:

NAATI Credential Held	Face to Face, Video Conferencing and Transcription Services
Certified Specialist (Legal/Health/Conference)	91
Certified Interpreter	81
Certified Provisional Interpreter	76
Recognised Practising Interpreter	56

10.2.1 Casual Interpreters are paid the Casual Worker Loading of 28% for work within Standard Hours.

10.2.2 Casual Interpreters employed at the date of commencement of this Award will be paid at a rate commensurate with their NAATI certification as per clause 7 of this Award; or as determined by Multicultural NSW where NAATI certification is not held by the employee.

10.3 Rates of pay - Minimum Engagement

10.3.1 A Casual Interpreter shall be paid a minimum of 1.5 hours, with the exception of Court Interpreting Assignments booked by NSW Courts, which will be paid a minimum of 3 hours. All subsequent time will be rounded to the next 15-minute increment.

10.3.2 Casual Transcription rates are paid the base rate as detailed in Table of subclause 10.2 plus the Casual Worker Loading of 28%, for the time taken to complete the job.

10.3.3 If an assignment duration is extended for longer than the booking time, the Casual Interpreter is able to elect to cease attendance or continue the extended assignment. If the Casual Interpreter elects to continue, they will be paid for the extended assignment. Multicultural NSW at the time it confirms a booking shall advise the person who made the booking of the right of the Casual Interpreter to make an election under the subclause.

10.4 A Casual Interpreter is entitled to take an unpaid break of 30 minutes at the completion of five hours or by mutual agreement with a client.

10.5 Rates of pay - Non-Standard Hours

10.5.1 Payment for Non-Standard Hours will be calculated as follows:

(a) 150% base rate for all Non-Standard Hours worked on weekdays and Saturdays

(b) 200% base rate for Sundays

(c) 250% base rate for Public Holidays

10.5.2 The Casual Worker Loading will not be paid for work completed outside Standard Hours.

10.5.3 Where an Assignment includes both Standard Hours and Non-Standard Hours Casual Interpreters will be paid as follows:

(a) any 15-minute block which commences during Standard Hours will be paid at Standard Hours rates; and

(b) any 15-minute block which commences during Non-Standard Hours will be paid at Non-Standard Hours rates.

10.5.4 A Casual Interpreter required to work outside of the Standard Hours shall be paid the rates in paragraph 10.5.1 and receive meal allowance provisions in accordance with the Conditions of Employment Award.

10.6 Work within Normal Work area.

(a) A Casual Interpreter will not be entitled to travel payment for distances travelled from the Casual Interpreter's home address to the location of the initial assignment.

(b) When the Casual Interpreter travels from the initial assignment directly to any subsequent assignment, at a different location on the same day, the Casual Interpreter is entitled to payment of actual travel costs to and from the second assignment or subsequent assignments.

(c) Travel will be by the most practical available route and by the most practical and economic means of transport. Where this is not possible, transport will be by means and route agreed with Multicultural NSW.

10.7 Day Work Outside Normal Work Area

A Casual Interpreter shall be entitled to payment for travel time as per the Conditions of Employment Award for distances travelled when required to carry out work outside their normal work area.

(a) For Interpreters classed as Sydney Interpreters the normal work area is the County of Cumberland as defined by the Crown Lands Office being the boundaries of the Sydney metropolitan area.

(b) For Interpreters classed as Regional Interpreters, the normal work area is the area within an 80 km radius, one-way, of the home address of the Interpreter.

(c) Travel will be by the most practical available route and by the most practical and economic means of transport. Where this is not possible, transport will be by means and route agreed with Multicultural NSW.

10.7.1 A Casual Interpreter required to work outside the normal work area shall receive meal allowance provisions in accordance with the Conditions of Employment Award.

10.8 Travel Requiring Overnight Accommodation - Casual Interpreters required to travel to an assignment necessitating overnight accommodation shall receive payment in accordance with the provisions of the Conditions of Employment Award.

10.9 Cancellation of Services

10.9.1 Where a Casual Interpreter has been booked for an assignment to be completed in a single day and the assignment is cancelled the following is applied:

(a) Assignment cancelled more than one working day (more than 24 hours) before booking commencement time - no cancellation payment is due.

(b) Otherwise where an Assignment is cancelled the Casual Interpreter will be paid the assignment time up to a total of 3 hours for Court Interpreting Assignments booked by NSW Courts and 1.5 hours for all other Interpreting Assignments.

10.9.2 Where a Casual Interpreter has been booked for an assignment exceeding a single day and the assignment is cancelled the following is applied:

(a) Assignment cancelled more than one working day (more than 24 hours) before booking commencement time - no cancellation payment is due.

(b) Otherwise where an Assignment is cancelled the Casual Interpreter will be paid 3 ordinary hours work per day for a maximum of two days that the assignment was booked.

(c) If an Interpreting Assignment is booked for 5 days or more and cancelled and the Casual Interpreter is entitled to payment in accordance with subparagraph 10.9.2(b) the Casual Interpreter will for 5 days be given priority for any alternative Interpreting Assignment for 5 days or more.

10.9.3 No cancellation fee is payable to the Casual Interpreter if alternative assignment(s) of the same mode of delivery, time and duration as the original booking, are offered by Multicultural NSW during the period of the original assignment.

10.10 Assignment Booked within a Single Day

10.10.1 Where a Casual Interpreter commences an assignment to be completed within a single day, if the assignment ceases before the booking end time, the interpreter will be paid for the whole period of the assignment booking time.

10.11 NSW Courts

10.11.1 If, while this Award remains in force, Multicultural NSW is notified that it will no longer be the provider of Court Interpreting Assignments then the rates in this clause applicable to Court Interpreting Assignments will no longer apply and the provisions of the Crown Employees (Interpreters and Translators, Multicultural NSW) Award made by Chief Commissioner Kite on 13 March 2019 (385 IG 149 Serial C8720) will apply.

11. Casual Translators

The parties agree that the employment of Translators on a casual basis shall not prejudice the employment of any permanent Translators.

11.1 Casual Translators work using their own equipment, work at a time suitable to themselves and are not accommodated in the workplace to carry out their duties therefore travel is not incurred.

11.2 The provisions of the Conditions of Employment Award apply to a Casual Translator engaged in services, except for the following provisions in the Conditions of Employment Award:

(a) Clause 12 - Casual Employment (the following subclauses still apply 12.6, Personal Carers entitlement for casual employees, 12.7, Bereavement entitlements for casual employees and subclause 12.8, Application of other clauses of this Award to casual employees)

(b) Clause 14 - Morning and Afternoon Breaks

(c) Section 4 - Allowances and other matters

(d) Section 8 - Shift Work and Overtime

11.3 Each classification has a designated common salary point as set out in the Crown Employees (Public Sector-Salaries 2019) Award. As follows in the table below:

NAATI Credential Held	Standard and Non-Standard Translations, Post Editing of Machine Translation, Checking and Proof Reading
Certified Advanced Translator	91
Certified Translator	81
Recognised Practising Translator	63

11.3.1 Casual Translators are paid the base rate plus a Casual Worker Loading of 28%.

11.4 Rates of Pay - Standard Documents

11.4.1 Translation of Standard Documents as defined in paragraph 11.8.1 are paid at the rates in table 11.3 for 30 minutes.

11.5 Rates of Pay - Non-Standard Documents

11.5.1 Translation of Non-Standard Documents of up to 800 words as defined in paragraph 11.8.2 are paid at the rates in table 11.3 for 60 minutes for the first 200 words or part thereof and 30 minutes for each subsequent 100 words or part thereof up to 800 words.

11.5.2 Translation of Non-Standard Documents exceeding 800 words as defined in paragraph 11.8.2, are paid the rates in table 11.3 for 30 minutes for each 100 words, less 10 per cent for all words over 800 words up to 2500 words. Payment for words exceeding 800 words will be calculated per 100 word blocks or any part thereof.

11.5.3 Translation of Non-Standard Documents exceeding 2500 words as defined in paragraph 11.8.2, are paid the rates in table 11.3 for 30 minutes for each 100 words, less 15 per cent for all words over 2500 words. Payment for words exceeding 2500 words will be calculated per 100 word blocks or any part thereof.

11.6 Rates of pay - Post Editing of Machine Translations, Checking and Proof Reading

11.6.1 Post-editing of Machine Translation as defined in clause 11.8.4 and Checking as defined in paragraph 11.8.3 are paid the 45 minutes for the first 200 words or part thereof and 22.5 minutes for subsequent 100 words or part thereof of translation work at the Non-Standard Document rate.

11.6.2 Proof reading as defined in subclause 11.8.5 are paid the equivalent of 30 minutes for the first 200 words or part thereof and 15 minutes for subsequent 100 words or part thereof of translation work at the Non-Standard Document rate.

11.7 Casual Translators employed at the date of commencement of this Award will be paid at a rate commensurate with their NAATI certification as per clause 8 of this Award; or as determined by Multicultural NSW where NAATI certification is not held by the employee.

11.8 Translators are paid for the following types of Translation Assignments -

11.8.1 Standard Document translations for documents which relate to an individual and are personal to that individual. They are not limited to but include a birth certificate, marriage certificate, baptismal/christening certificate, death certificate, driver's license, passport and are deemed to be equal to one hundred words of translation.

11.8.2 Non-Standard Document translations for all other documents, not included in Standard Documents, including but not limited to educational qualifications, medical certificates, reports, letters and information pamphlets etc.

11.8.3 Checking means an independent linguistic comparison of a translation with the source text and with the preparation of an assessment report.

11.8.4 Post-editing of Machine Translation means when the translator amends a machine-generated translation to achieve an acceptable final product or document.

11.8.5 Proof Reading and correction of translations, with the aid of standard proof-reading symbols, of typographical errors in proofs, or, using the same method, the revision of passages because the client has made minor changes to the source text.

12. Telephone Interpreting

12.1 Casual Interpreting - Telephone Services

12.1.1 Telephone interpreting services will be ad-hoc and intermittent throughout the day or night.

12.1.2 Acceptance of an assignment is voluntary, and refusal will not impact any future assignments.

12.1.3 The provisions of the Conditions of Employment Award apply to a Casual Telephone Interpreter engaged in services, except for the following provisions in the Conditions of Employment Award:

(a) Section 3 - Travelling Arrangements

(b) Clause 12 - Casual Employment (the following subclauses still apply 12.6, Personal Carers entitlement for casual employees and 12.7, Bereavement entitlements for casual employees and subclause 12.8, Application of other clauses of this Award to casual employees)

(c) Clause 14 - Morning and Afternoon Breaks

(d) Section 4 - Allowances and other matters

(e) Section 8 - Shift Work and Overtime

12.2 Casual Interpreting - Telephone Service types:

(a) On-Demand is where the telephone interpreting service is required immediately

(b) Pre-Booked is where the telephone interpreting service is booked in advance by a client for a specific date and time.

12.3 Hours of Work - Telephone Interpreting Services

12.3.1 Standard Hours of work are Monday to Friday between 7.30 a.m. to 6.00 p.m.

12.3.2 Non-Standard Hours of work are performed outside the Standard Hours of 7.30 a.m. to 6.00 p.m. Monday to Friday.

12.4 Rates of Pay Casual Interpreter - Telephone Services

12.4.1 A Casual Interpreter for Telephone Services shall be paid the appropriate rate detailed in Part B - Rates of Pay - Telephone Interpreting of this Award. These rates include an additional 20 per cent Casual Worker Loading on the base rate.

(a) Standard Hours - Table 2 - On-Demand Telephone Interpreting and Table 2 - Pre-Booked Telephone Interpreting

(b) Non-Standard Hours - Table 3 - On-Demand Telephone Interpreting and Table 4 - Pre-Booked Telephone Interpreting

12.5 Public Holidays

12.5.1 If an employee is required to undertake a telephone interpreting assignment on a public holiday, they are entitled to receive standard hourly rate plus an additional 150 per cent for the duration of the assignment.

12.6 Cancellation of Telephone Interpreting Services

12.6.1 Where a Telephone Interpreter has accepted a pre-booked assignment and the assignment is cancelled within 24 hours before the commencement time, the employee shall be paid the standard rate of pay for the first 30 minutes.

12.6.2 If an interpreter is offered a replacement assignment for the same commencement time no cancellation payment is due.

13. Professional Development

Multicultural NSW will provide employees with training to go towards NAATI certification.

14. Employee Assistance Program

Multicultural NSW will provide employees with access to its Employee Assistance Program, a confidential and voluntary service to support the health and wellbeing of staff covered by this Award.

15. Anti-Discrimination

15.1 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.

15.2 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.

15.3 Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise a staff member or casual employee because that person has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

15.4 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; or

(d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

15.5 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) Staff members and casual 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."

16. Grievance/Dispute Resolution Procedures

All grievances, disputes or difficulties relating to the provision of the 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 including the Chief Executive Officer, if required.

16.1 Staff members and casual employees are required to notify (in writing or otherwise) their immediate supervisor or 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.

16.2 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 or casual employee to advise their immediate manager the notification may occur to the next appropriate level of management, including where required, to the Agency Head or delegate.

16.3 The immediate supervisor or manager shall convene a meeting in order to resolve the grievance, dispute or difficulty within one working day, or as soon as practicable, of the matter being brought to their attention.

16.4 If the matter remains unresolved with the immediate supervisor or manager, the staff member or casual employee may require to meet with the appropriate person at the next level of management in order to resolve the matter. This manager should respond within one working day, or as soon as practicable. This sequence of reference to successive levels of management may be pursued by the staff member or casual employee until the matter is referred to the CEO, Multicultural NSW.

16.5 In the event that the matter remains unresolved, the CEO, Multicultural NSW, shall provide a written response to the staff member or casual employee and any other party involved in the grievance, dispute or difficulty, concerning action to be taken, or the reasons for not taking action, in relation to the matter.

16.6 A staff member or casual employee may at any stage request to be represented by the Association representative.

16.7 The staff member or casual employee or Association on his/her behalf, or the CEO, Multicultural NSW, may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.

16.8 The staff member or casual employee, Association, CEO, Multicultural NSW and the Public Service Commission, shall agree to be bound by any lawful recommendation, order or determination by the New South Wales Industrial Relations Commission in relation to the grievance, dispute or difficulty.

16.9 Whilst the procedures 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 of a dispute involving Work Health and Safety, if practicable, normal work shall proceed in such a manner to avoid any risk to the health and safety of any staff member or casual employee or member of the public.

17. Consultation and Technological Change

17.1 There shall be effective means of consultation, as set out in the Consultative Arrangements Policy and Guidelines document, on matters of mutual interest and concern, both formal and informal, between management and Association.

17.2 The Departmental management shall consult with the Association prior to the introduction of any technological change.

18. Deduction of Union Membership Fees

18.1 The Association shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.

18.2 The Association shall advise the employer 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 employer at least one month in advance of the variation taking effect.

18.3 Subject to subclauses 18.1 and 18.2 of this clause, the employer shall deduct union fortnightly membership fees from the pay of any staff member or casual employee who is a member of the union in accordance with the union's rules, provided that the staff member or casual employee has authorised the employer to make such deductions.

18.4 Monies so deducted from the staff member's or casual 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 staff members' or casual employees' union membership accounts.

18.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

18.6 Where a staff member or casual 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 staff member or casual employee to make a fresh authorisation in order for such deduction to continue.

19. No Extra Claims

The no extra claims clause (clause 8) contained in the Crown Employees (Public Sector - Salaries 2019) Award shall apply to employees covered by this Award.

20. Area, Incidence and Duration

20.1 This Award shall apply to employees employed in the classifications defined in clause 7 and 8 of this Award.

20.2 The staff members and casual 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, the Government Sector Employment Regulation 2014, the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and the Crown Employees (Public Sector - Salaries 2019) Award or any awards replacing these awards.

20.3 This Award is made under section 10 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Interpreters and Translators, Multicultural NSW) Award published 6 September 2019 (385 I.G. 149) Serial C8720, and all variations thereof. This award shall take effect on and from 1 July 2021 and shall remain in force until 30 June 2024.

PART B

Rates of Pay - Telephone Interpreting

Rates of Pay for Telephone Interpreting Classifications covered by this Award - Effective from the date of approval by Industrial Relations Commission. These rates will be updated in accordance with any annual adjustments to the Crown Employees (Salaries - 2019) Award or any variation or replacement Award.

Table 1 - Rates of Pay Standard Hours On-Demand Telephone Interpreting

These rates of pay are an all-inclusive rate of pay including any Casual Worker Loading.

Classification	Rate of Pay First 15 mins	Rate of Pay Per minute thereafter
Certified Interpreter	$12.50	$0.60
Certified Provisional Interpreter	$11.70	$0.55
Recognised Practising Interpreter	$11.00	$0.50

Table 2 - Rates of Pay Standard Hours Pre-Booked Telephone Interpreting

These rates of pay are an all-inclusive rate of pay including any Casual Worker Loading.

Classification	Rate of Pay First 30 mins	Rate of pay Per 15 minutes thereafter
Certified Interpreter	$21.50	$9.00
Certified Provisional Interpreter	$19.95	$8.25
Recognised Practising Interpreter	$18.50	$7.50

Table 3 - Rates of Pay Non-Standard Hours On-Demand Telephone Interpreting

These rates of pay are an all-inclusive rate of pay including any Casual Worker Loading.

Classification	Rate of Pay First 15 mins	Rate of pay Per minute thereafter
Certified Interpreter	$18.75	$0.90
Certified Provisional Interpreter	$17.55	$0.83
Recognised Practising Interpreter	$16.50	$0.75

Table 4 - Rates of Pay Non-Standard Hours Pre-Booked Telephone Interpreting

These rates of pay are an all-inclusive rate of pay including any Casual Worker Loading.

Classification	Rate of Pay First 30 mins	Rate of pay Per 15 minutes thereafter
Certified Interpreter	$32.25	$13.50
Certified Provisional Interpreter	$29.93	$12.58
Recognised Practising Interpreter	$27.75	$11.25

J. V. MURPHY, *Commissioner*

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