

CROWN EMPLOYEES (LORD HOWE ISLAND BOARD SALARIES AND CONDITIONS 2009) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 211 of 2012)

Before The Honourable Mr Justice Staff

4 April 2012

REVIEWED AWARD

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PART A

1. Definitions

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

"Board" means the Lord Howe Island Board established under the Lord Howe Island Act 1953.

"Casual staff" means any employee engaged in terms of Chapter 2, Part 2.6 Casual Employees, of the Public Sector Employment and Management Act 2002 and any guidelines issued thereof or as amended from time to time.

"Chief Executive Officer" or CEO means the Chief Executive Officer of the Lord Howe Island Board.

"Credit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is more than contract hours.

"Debit hours" is the difference between the number of hours worked and contract hours, where the number of hours worked in a settlement period is less than contract hours.

"Department Head" for the purposes of this award is the Department Head of the Department of Premier and Cabinet (or any subsequent Department assuming employment functions for the Lord Howe Island Board) or any officer delegated by that Department Head to exercise the functions of Department Head.

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

"Staff" or "staff member" means and includes all persons employed from time to time under the Public Sector Employment and Management Act 2002.

2. Multi-Skilling and Staff Flexibility

- (i) Staff may be directed to perform any work in any area of the Board's operations which is within their competence and which is consistent with the duties described within a staff member's Position Description
- (ii) Staff training will be used to promote greater flexibility and multi-skilling.

3. Salaries

- (i) Staff will be appointed to one of the grades outlined in Table 1 of Part B Monetary Rates.
- (ii) The rates of pay set out in Table 1 include payment for annual leave loading and Island Disability allowance.

- (iii) The rates of pay are set in accordance with the Crown Employees (Public Sector - Salaries 2008) Award or any variation or replacement award.

4. Appointment

- (i) Positions will be graded using an accredited job evaluation system.
- (ii) Except as provided in subclause (iii), staff will be appointed to the first salary point in the grade of the position to which they are appointed.
- (iii) The Department Head may appoint a person at a higher salary level within the grade. In determining commencing salary, regard will be had to:
 - (a) the person's skills, experience and qualifications;
 - (b) the rate required to attract the person; and
 - (c) the remuneration of existing staff performing similar work.

5. Salary Progression

- (i) Progression within each grade will be by annual increment, provided that the Chief Executive Officer is satisfied with the conduct and manner of performance of duties of the staff member concerned.
- (ii) Progression to another grade will be by competitive selection for an advertised vacancy.

6. Island Disability Allowance

- (i) All staff are entitled to payment of the Island Disability Allowance. The allowance is compensation for the high cost of living and isolation, and is in lieu of any other remote area allowance.
- (ii) The allowance is incorporated into all salary rates (see clause 3, Salaries of this Award).

7. Disability Allowance (Commonwealth District Allowance)

- (i) Except as provided for in this clause, no staff are entitled to payment of the Disability Allowance which is equivalent to the Commonwealth District Allowance.
- (ii) Staff who at the date of commencement of this Award are receiving the Disability Allowance (or any residual amount of the Disability Allowance that has been previously discounted) will continue to receive it on a personal basis. However,
 - (a) The Disability Allowance will no longer be increased.
 - (b) Staff receiving this allowance (Senior Electrical Officer only) will have the current allowance discounted by the amount of any future salary increases from a base of \$1,897 as at 1 July 2006 (the Island Disability Allowance at that time) until such time as the base equals \$3,317 when the allowance under this clause will cease to be paid.

8. Call-Out Allowance

- (i) Except as provided by in this clause, no staff are entitled to payment of a Call-out Allowance.
- (ii) Staff who at the date of commencement of this Award are receiving a Call-out Allowance will continue to receive such an allowance on a personal basis.
 - (a) The Senior Electrical Officer will continue to receive an allowance of \$1,800 p.a. At the conclusion of the current occupant's employment, the allowance will cease to apply.

- (b) The Call-out Allowance referred to in paragraph (a) of this subclause will not be adjusted.

9. Higher Duties Allowance

- (i) Staff who are directed to perform the duties of a higher position for five or more consecutive working days will be paid an allowance.
- (ii) The allowance will be agreed following discussion with the staff member and will be a proportion of the staff member's existing salary and the salary for the minimum rate for the higher position depending on the range of duties to be performed.

10. Boot Allowances

- (i) Staff who are regularly directed to work in the permanent park preserve will be entitled to a hiking boot allowance of up to the rate as set in Table 2 of Part B Monetary Rates if not supplied with hiking boots as part of their uniform.
- (ii) Staff who are regularly directed to undertake tree climbing for the purposes of research will be entitled to a climbing boot allowance of up to the rate as set in Table 2 of Part B Monetary Rates.
- (iii) The allowances will be payable on production of a receipt and on condemnation of the previous pair of boots.

11. Special Duties Allowance

- (i) A Special Duties Allowance will be paid to staff who perform duties which
 - (a) require special training, such as abseiling, or tree climbing for the purpose of tree surgery or research; or
 - (b) involves the rescue of people from difficult locations involving specialised rescue equipment for which specific training is required, and/ or from locations that are more than 300 metres from established roads, tracks or routes; or from the sea; or
 - (c) involves performing operational duties in servicing rota loos and composting toilets, excluding normal day to day cleaning.
- (ii) The special duties allowance applicable is set out in Table 2 of Part B, Monetary Rates.
- (iii) The allowance will only be payable to staff who are directed to, and who actually perform the special duties.

12. Waste Services Allowance

- (i) Staff when required to handle putrescibles waste and sewerage at the Waste Management Facility, or similar duties at this or other work environments as determined by the Chief Executive Officer, shall receive the Waste Service Allowance for actual time worked.
- (ii) The Waste Service Allowance applicable is set out in Table 2 of Part B, Monetary Rates.

13. Travel Allowances

Travel allowances will be paid in accordance with the provisions for travelling compensation under the Crown Employees (Public Service Conditions of Employment) Award 2009.

14. Allowance for Surveying Duties

- (i) Subject to subclause (iii) of this clause, staff who perform surveying for cadastral or engineering purposes will be entitled to an allowance for surveying duties.

- (ii) The allowance will be paid for each hour or part thereof that surveying duties are performed and the amount of the allowance will be the difference between the current hourly salary rate of the person performing the surveying duties and the current hourly rate payable for a Lord Howe Island Officer Grade 5, Year 3.
- (iii) The allowance will only be payable to staff directed to, and who actually perform surveying duties and who are currently at Grade 5, Year 2 or lower and hold a Bachelor of Surveying Degree.

15. Adjustment of Allowances

The Boot Allowances, Special Duties Allowance and Waste Services Allowance may be adjusted from time to time, provided that the Department Head and the Association agree to such adjustments.

16. Hours

General:

- (i) The ordinary hours of work for all staff covered by this Award will be an average of 38 per week over a 4 week settlement period, Monday to Sunday inclusive.
- (ii) The ordinary hours of work will generally be worked Monday to Friday, however some staff may be required to perform some of their ordinary time on weekends and public holidays
- (iii) Ordinary hours will be worked between 6.30 am and 7.00 pm.
- (iv) Staff will be able to work either flexitime arrangements or set patterns of hours (where start and finish times are set) in consultation with their manager/supervisor. Such working hour arrangements will be determined in relation to the needs of the work and the work group.
- (v) The business hours of the Board are from 8.30 am to 4.30 pm Monday to Friday. The hours of work for administrative staff will be arranged to ensure that an adequate level of service is maintained during business hours.

Part A - Flexi time

- (i) Time will not be credited for work performed outside the bandwidth of 6.30 am and 7.00 pm.
- (ii) The usual start and finish times for staff working flexitime will be agreed to with the supervisor/manager to ensure that staff are working the hours necessary for their position and maintain the necessary level of service during business hours.
- (iii) Staff must take an unpaid lunch break of at least 30 minutes, however staff may take a break of up to 2 hours. A staff member may only take a lunch break of more than 1 hour with the prior approval of his/her supervisor.
- (iv) Generally an individual may select start and finishing times, however where it is necessary the supervisor may direct staff to work for 7.6 hours on a particular day and also direct staff to start and finish at particular times within the bandwidth on that day.
- (v) Staff may work for more than 7.6 hours per day, where work is available which can be performed at the convenience of the Board. Staff may also work for less than 7.6 hours on a particular day. The maximum number of hours staff may record as being worked in a day is 10 hours (10.5 hours less a 0.5 hour lunch break).
- (vi) A staff member may be required to perform work beyond the hours determined under subclause (i) and in line with subclauses (iv) and (v) but only if it is reasonable for the staff member to be required to do so. In determining what is unreasonable the following factors shall be taken into account:

- (a) the staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;
 - (b) any risk to staff member's health and safety;
 - (c) the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the Board and the effect on client services;
 - (d) the notice (if any) given by the Board regarding the working of the additional hours, and by the staff member of their intention to refuse the working of additional hours, or
 - (e) any other relevant matter.
- (vii) A staff member may carry a maximum of 38 hours credit into the next settlement period. Weekly hours worked during the settlement period are to be monitored by the staff member and their supervisor. If it appears that the staff member may accumulate enough hours to exceed this maximum carryover, then the supervisor and the staff member shall develop a strategy to ensure that the staff member does not forfeit any of the credit hours accumulated, or likely to be accumulated.
 - (viii) At the end of the settlement period, debit hours accumulated in excess of 10 are debited against recreation leave or, if the staff member has no recreation leave, shall be taken as leave without pay.
 - (ix) Generally a staff member may, with the approval of his/her supervisor, take 3 days (22.8 hours) of flexileave in a settlement period. Such flexileave may be taken as either whole and/or half days.
 - (x) A half day may only be taken off either before 3 hours and 48 minutes are worked during the bandwidth or after 3 hours and 48 minutes are worked during the bandwidth.
 - (xi) Flexileave may be taken before or after a period of recreation leave but may not be taken during a period of recreation leave.
 - (xii) A staff member must have the approval of his/her supervisor prior to taking flexileave. The supervisor may refuse any request for flexileave provided there is good and sufficient reason.
 - (xiii) The Chief Executive Officer may direct a staff member to work under a standard hours arrangement (7.6 hours per day with established commencing and finishing times) where it is evident that the staff member is not observing the hours arrangements established under this Award or any associated administrative instructions.
 - (xiv) Where staff give notice of resignation or retirement they should take all reasonable steps to eliminate any accumulated credit or debit hours. No compensation will be paid for any accumulated credit hours on the last day of service. Where staff have accumulated debit hours at the completion of the last day of service any monies owing shall be debited accordingly.

Part B - Set Patterns of Hours

- (i) Staff working a set pattern of hours will usually work eight hours per day with 0.4 of one hour accruing toward one rostered day off in each four week period, however, such staff may be required to work other roster arrangements depending on the needs of the work.
- (ii) Hours will usually be worked from 7.00 am to 3.30 pm. By mutual agreement between the CEO and staff starting and ceasing times may be varied.
- (iii) Staff are entitled to an unpaid lunch break of 30 minutes.
- (iv) Staff may take a morning tea break (not exceeding 10 minutes) at the place where work is being conducted at the time of the break, provided that there is no disruption to the continuity of the work being performed.

- (v) The Board will provide appropriate utensils (such as eskies and thermoses), to enable staff to take their tea or lunch breaks at the work site.
- (vi) Days off for all staff shall be rostered over each 4 week period. In drawing up the roster, regard shall be had to the work programs being undertaken, the needs of the Board and the needs of the staff.
- (vii) By consultation with the supervisor, a staff member may alter his/her rostered day off. Rostered days off may only be altered if doing so involves no additional costs to the Board and causes no disruption to work programs.
- (viii) Staff may accumulate up to 5 rostered days off.

17. Overtime

- (i) The provisions contained in the Overtime-General, Overtime Worked By Day Workers, Recall to Duty, Overtime Meal Breaks and Overtime Meal Allowances clauses of the Crown Employees (Public Service Conditions of Employment) Award 2009 apply to staff.
- (ii) Staff shall not be entitled to compensation for overtime if it is customary for staff to return to work to perform a specific job that is usually performed outside of ordinary working hours. Such time will contribute to the ordinary hours of work for the week (ie part of the 38 hours per week).
- (iii) The minimum payment rates for overtime worked on a Saturday, Sunday or public holiday (as set out in the Overtime-General clause of the Crown Employees (Public Service Conditions of Employment) Award 2009) do not apply in the following circumstances:
 - (a) staff required to carry out airport inspections on Saturdays, Sundays and Public Holidays will be paid at time and a half for actual time worked.
 - (b) Regular maintenance at the Powerhouse undertaken by the Senior Electrical Officer employed at the time of the making this Award on Saturdays, Sundays and Public Holidays will continue to receive the payments that applied before this Award was made. On the termination of employment of the current Senior Electrical Officer, this subclause will cease to apply and any new staff member responsible for the maintenance and operation of the Powerhouse will receive overtime provisions in accordance with subclause (i) of this clause.
- (iv) Casual staff are entitled to be paid overtime in accordance with the provisions of subclause (i) of this clause.

18. Time in Lieu

By agreement between the Chief Executive Officer and staff, directed overtime may be taken as time off in lieu. Time off in lieu will be allotted at overtime rates. Such time off is to be taken within a month of accrual at a time convenient to the Board, however with the approval of the supervisor time off may be taken at a later date.

19. Public Holidays

- (i) Unless directed to attend for duty by the Chief Executive Officer, a staff member is entitled to be absent from duty without loss of pay on any day which is:
 - (a) a public holiday throughout the State of NSW; or
 - (b) a local public holiday proclaimed for Lord Howe island; or
 - (c) a day between Boxing Day and New Year's Day determined by the Chief Executive Officer as a public service holiday.

- (ii) A staff member who is required by the Chief Executive Officer to work on a local public holiday may be granted time off in lieu on an hour for hour basis for the time worked on the local public holiday.
- (iii) If a local public holiday falls during a staff member's absence on leave, the staff member is not to be credited with the holiday.
- (iv) Where a staff member is rostered to, and works, their ordinary hours on a public holiday, the staff member shall be paid at two and a half times the rate for time worked (time plus time and a half).
- (v) A staff member rostered off duty on a public holiday shall elect to be paid one day's pay for that public holiday, or to have one day added to their recreation leave for each such day. This clause does not apply to staff members who work their ordinary hours on a Monday to Friday basis.

20. Recreation Leave

- (i) Staff members are entitled to recreation leave of twenty working days per year in accordance with the provisions for recreation leave under the Crown Employees (Public Service Conditions of Employment) Award 2009.
- (ii) The Nursery Manager, Manager Technical Services, Senior Electrical Officer and Ranger are entitled to an additional 5 days of recreation leave per year as compensation for disruption and inconvenience associated with regular or frequent call-outs to perform work on weekends and otherwise outside of ordinary hours of employment.
- (iii) Additional recreation leave may be accrued for staff required to perform ordinary rostered work on weekends during a qualifying period of 12 months from 1 December one year to 30 November the next year. One additional day of leave will be credited for each period of 38 hours ordinary rostered work completed on weekends. For periods of less than 38 hours pro rata leave will be credited. This is in lieu of the payment of weekend penalty rates under the Crown Employees (Public Service Conditions of Employment) Award 2009.
- (iv) Annual leave loading is not payable (see clause 3, Salaries of this Award).

21. Sick Leave

All staff shall be entitled to sick leave in accordance with the provisions for sick leave under the Crown Employees (Public Service Conditions of Employment) Award 2009.

22. Family and Community Service Leave and Personal and Carers Leave

All staff shall be entitled to family and community service leave and personal and carers leave in accordance with the provisions for such leave under the Crown Employees (Public Service Conditions of Employment) Award 2012.

23. Special Leave

All staff shall be entitled to special leave in accordance with the provisions for special leave under the Crown Employees (Public Service Conditions of Employment) Award 2009.

24. Leave Without Pay

All staff shall be entitled to leave without pay in accordance with the provisions for leave without pay under the Crown Employees (Public Service Conditions of Employment) Award 2009.

25. Extended Leave

Staff are entitled to accrue and be granted extended leave in accordance with the provisions of Schedule 3 of the Public Sector Employment and Management Act 2002.

26. Parental Leave

All staff shall be entitled to parental leave in accordance with the provisions for parental leave under the Crown Employees (Public Service Conditions of Employment) Award 2009.

27. Study Assistance

All staff shall be entitled to study assistance in accordance with the provisions for study assistance under the Crown Employees (Public Service Conditions of Employment) Award 2009.

28. Part-Time Employment

All staff engaged on a part-time basis shall be granted leave and other entitlements on a pro-rata basis in accordance with the provisions for part-time employment under the Crown Employees (Public Service Conditions of Employment) Award 2009.

29. Semi-Official Telephone Subsidy

All staff shall be entitled to the semi-official telephone subsidy in accordance with the provisions under the Crown Employees (Public Service Conditions of Employment) Award 2009.

30. Relocated Staff

- (i) The Chief Executive Officer may approve assistance to staff who must relocate to the Island to take up an appointment. Assistance may also be provided for staff to return to the mainland at the conclusion of their employment, provided that such a move occurs within one (1) month of the cessation of employment. The assistance provided may be up to the maximum outlined in this clause however may be less depending on individual circumstances including the length of period of employment.
- (ii) If payment of relocation expenses to or from the Island has been approved by the Chief Executive Officer, the following costs associated with relocation will be reimbursed:
 - (a) Reasonable costs associated with the removal of personal or household effects (excluding motor vehicles, motor bikes, boats and trailers) to the Island and/or to a place of storage on the mainland.
 - (b) Reasonable storage costs for furniture or household effects for a period up to 10 years.
 - (c) Costs of insuring furniture, personal or household effects kept in storage paid by the Board on the mainland, up to a value as set out in Table 2. of Part B, Monetary Rates
- (iii) The Chief Executive Officer may approve payment for the cost of air travel to Sydney or Brisbane (or other approved destination) for a staff member and his/her dependents who have relocated (or are relocating) to the Island in the following circumstances:-
 - (a) Air travel to the Island when taking up an appointment.
 - (b) Air travel to the mainland after completing an appointment, provided that departure from the Island occurs within one (1) month of cessation of employment.
 - (c) After each year of service, for the first 5 years of employment, one return flight to the mainland (Sydney or Brisbane or other destination approved by the Chief Executive Officer) which must be taken within 12 months and subject to the approval being specifically identified in the staff member's letter of offer of employment and the staff member only being entitled while they continue in employment.
 - (d) To attend the funeral of a close relative (of either the staff member or a dependent), or where a close relative is critically ill.

- (iv) Staff employed prior to 13 November 2008 who are currently receiving annual airfare entitlements will continue to receive the air travel entitlement for a further three (3) years. The annual airfare entitlements for these staff will cease on 13 November 2011.
- (v) In this clause "dependent" is generally defined as a staff member's partner, or child under the age of 18 years living on, or attending school on the island. However, having regard to the particular circumstances that may arise, the Chief Executive Officer may recognise other "dependents".
- (vi) In this clause "close relative" means partner, spouse or de facto spouse or same sex partner, parent, child, brother or sister. However, having regard to the particular circumstances that may arise, the CEO may recognise other "close relatives".
- (vii) Where appropriate, the Chief Executive Officer may provide relocated staff with accommodation. The Chief Executive Officer will determine the weekly rent payable for accommodation. Rents may be adjusted by the Chief Executive Officer from time to time.
- (viii) The airfares provided for in this clause are not transferable to another person or persons.

31. Casual Employment

- (i) The hourly rate for casual staff will be the appointed salary rate for the position divided by 52.17857 divided by the number of ordinary full-time hours for the position. 4/48ths will be added to the hourly rate as pro -rata holiday pay.
- (ii) Casual staff who are engaged on weekends or public holidays shall be paid the hourly rate plus a loading of 20% plus 4/48ths as pro rata holiday pay.
- (iii) All other provisions are as per the Casual Employment clause of the Crown Employees (Public Service Conditions of Employment) Award 2009.

32. Termination of Employment

- (i) Two weeks notice or payment in lieu of notice applies to permanent and temporary staff.
- (ii) However, in cases of serious or wilful misconduct, the Chief Executive Officer may waive notice and no payment in lieu will be due to the staff member.
- (iii) Redundancy

Staff whose positions are made redundant and are also declared to be excess to the employment needs of the Board shall be managed in accordance with the Government's policy on Managing Excess Employees, as varied from time to time.

33. Deduction of Union Membership Fees

- (i) The Association shall provide the Board with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the Association's rules.
- (ii) The Association shall advise the Board of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Association fortnightly membership fees payable shall be provided to the Board at least one month in advance of the variation taking effect.
- (iii) Subject to subclauses (i) and (ii) of this clause, the Board shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the Association's rules, provided that the employee has authorised the Board to make such deductions.
- (iv) Monies so deducted from employee's pay shall be forwarded regularly to the Association together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' union membership accounts.

- (v) Unless other arrangements are agreed to by the Board and the Association, 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.

34. Consultation

- (i) The Board and the Association agree to continued consultation to ensure that the implementation of this Award realises improvements in service delivery, productivity, efficiency and job satisfaction.
- (ii) The Award provisions will be monitored by the Association and management representatives. The Board and the Association will meet as necessary to resolve any difficulties which may arise with the implementation or operation of this Award and to discuss possible future improvements.

35. Grievance and Dispute Settling Procedures

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) The Department Head may refer the matter to the DGDPC for consideration.
- (vii) 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.
- (viii) A staff member, at any stage, may request to be represented by the Association.
- (ix) The staff member or the Association on their behalf, or the Department Head may refer the matter to the New South Wales Industrial Relations Commission in relation to the dispute.
- (x) The staff member, Association, Department and DGDPC shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.

- (xi) Whilst the procedures outlined in subclauses (i) to (xi) 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 occupational 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.

36. Uniforms and Laundry Allowance

- (i) All staff shall be entitled to uniforms and laundry allowance in accordance with the Uniforms, Protective Clothing and Laundry Allowance clause of the Crown Employees (Public Service Conditions of Employment) Award 2009.
- (ii) Staff issued with a uniform by the Board shall wear and maintain the uniform in accordance with the Board's policy.

37. 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".

38. Secure Employment

The provisions for secure employment clause of the Crown Employees (Public Service Conditions of Employment) Award 2009 apply.

39. Conditions of Employment

The staff members 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 Public Sector Employment and Management Act 2002, the Public Sector Employment and Management (General) Regulation 1996, the Crown Employees (Public Service Conditions of Employment) Award 2009 and the Crown Employees (Public Sector - Salaries 2008) Award, or any awards replacing these awards.

40. Area, Incidence and Duration

This Award applies to staff as defined in clause 1, Definitions, of Part A of this award and classified as Lord Howe Island Officers.

This award is made following a review under section 19 of the *Industrial Relations Act* 1996 and rescinds and replaces the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award published 31 July 2009 (368 IG 769) and all variations thereof.

The changes made to the award pursuant to the Award Review pursuant to section 19(6) of the Industrial Relations Act 1996 and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 28 April 1999 (310 IG 359) take effect on and from 4 April 2012.

Changes made to this award subsequent to it being published on 31 July 2009 (368 IG 769) have been incorporated into this award as part of the review.

The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Table 1 - Salary Rates for Lord Howe Island Officers

The salaries in the following table apply from the beginning of the first pay period to commence on or after the dates in the column headings:

Classification	Grade	Year	1/7/07 Per annum \$	1/7/08 Per annum +4% \$	13/11/08 Per annum + \$7 \$	1/7/09 Per annum +4% \$	1/7/10 Per annum +4% \$	1/7/11 Per annum +2.5% \$
LHI Officer	1	1	39,329	40,902	40,909	42,545	44,247	45,353
		2	41,083	42,726	42,733	44,442	46,220	47,376
		3	42,098	43,782	43,789	45,541	47,363	48,547
LHI Officer	2	1	43,220	44,949	44,956	46,754	48,624	49,840
		2	43,649	45,395	45,402	47,218	49,107	50,335
		3	45,538	47,360	47,367	49,262	51,232	52,513
LHI Officer	3	1	46,303	48,155	48,162	50,088	52,092	53,394
		2	47,606	49,510	49,517	51,498	53,558	54,897
		3	49,181	51,148	51,155	53,201	55,329	56,712
LHI Officer	4	1	50,611	52,635	52,642	54,748	56,938	58,361
		2	53,014	55,135	55,142	57,348	59,642	61,133
		3	55,043	57,245	57,252	59,542	61,924	63,472
LHI Officer	5	1	56,214	58,463	58,470	60,809	63,241	64,822
		2	57,820	60,133	60,140	62,546	65,048	66,674
		3	61,175	63,622	63,629	66,174	68,821	70,542

LHI Officer	5A	1	61,176	63,623	63,630	66,175	68,822	70,543
		2	62,970	65,489	65,496	68,116	70,841	72,612
		3	70,632	73,457	73,464	76,403	79,459	81,445
		4	73,488	76,428	76,435	79,492	82,672	84,739
		5	75,758	78,788	78,795	81,947	85,225	87,356
		6	78,272	81,403	81,410	84,666	88,053	90,254
LHI Officer	6	1	62,970	65,489	65,496	68,116	70,841	72,612
		2	70,632	73,457	73,464	76,403	79,459	81,445
		3	73,488	76,428	76,435	79,492	82,672	84,739
LHI Officer	7	1	75,758	78,788	78,795	81,947	85,225	87,356
		2	78,272	81,403	81,410	84,666	88,053	90,254
		3	83,275	86,606	86,613	90,078	93,681	96,023
LHI Officer	8	1	85,692	89,120	89,127	92,692	96,400	98,810
		2	89,837	93,430	93,437	97,175	101,062	103,589
		3	93,560	97,302	97,309	101,201	105,249	107,880
LHI Senior Officer	1	1	103,426	107,563	107,570	111,873	116,348	119,257
		2	107,897	112,213	112,220	116,709	121,377	124,411

Table 2 - Allowances

Clause No.	Brief Description	Amount
10 (i)	Boot Allowance (Hiking Boots)	\$130 upon condemnation of the previous pair of boots
10 (ii)	Boot Allowance (Tree Climbing Boots)	\$25 upon condemnation of the previous pair of boots
11 (i) (a) and (b)	Special Duties Allowance	\$25 per day
11 (i) (c)	Special Duties Allowance - servicing of rota-loos	\$25 per unit to a maximum of \$750 per annum
12	Waste Services Allowance	\$1.50 per hour
30	Relocated Staff	Up to \$100,000

AWARD HISTORY

The Lord Howe Island Act 1953 was made on 16 December 1953. The Act, at part 2, Division 1 - Constitution of the Board provided for the employment of staff subject to the provisions of the Public Service Act 1902.

On 24 April 1980, the Lord Howe Island Board Employees Agreement was made between the Board and the Amalgamated Metal Workers and Shipwrights Union and the Federated Engine Drivers and Fireman's Association.

On 16 July 1981, the Lord Howe Island Administrative Staff Agreement was made between the Board and the Public Service Association of NSW.

On 14 February 1990, the Senior Electrical Officer Agreement was made between the Lord Howe Island Board and the Senior Electrical Officers.

An agreement known as the Lord Howe Island Board Enterprise Agreement was made on 31 August 1994, covering all staff employed to work on Lord Howe Island. That agreement expired on 30 June 1996.

The Enterprise Agreement was replaced by the Crown Employees (Lord Howe Island Board Salaries 1997) Award on 10 September 1997.

The 1997 Award was replaced by the Crown Employees (Lord Howe Island Board Salaries and Conditions 1999) Award on 19 October 1999. This award was reviewed by the IRC on 29 May 2001 and published on 28 September 2001 (328 IG 72) as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2001)

Award. The award was reviewed by the IRC on 29 July 2004 and published on 25 February 2005 (348 IG 707) as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2004) Award.

Schedule 1 Amendment of Lord Howe Island Act 1953 came into force in April 2004. Section 6 of the Schedule provided that the Board's staff are to be employed under the Public Sector Management Act 2002.

This Award review has provided the opportunity to update the 2004 Award and enabled the parties to ensure that the Award is relevant to the conditions of employment and monetary rates as they apply to the classifications in the Award.

The Island Disability Allowance was incorporated into salary in 2001 at \$1,500 per annum and has been subject to salary increases. In the 2009 award it was increased by a further \$7 to \$2,059 p.a. (equivalent to the then Remote Area Allowance Grade C rate as in Part B, Table 1 Allowances, of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006) and will be subject to future salary increases.

This award was reviewed by the IRC, under section 19 of the Industrial Relations Act 1996, on 21 May 2009 and was published on 31 July 2009 (368 IG 769) as the Crown Employees (Lord Howe Island Salaries and Conditions 2009) Award.

This award was reviewed by the IRC, under section 19 of the Industrial Relations Act 1996, on 4 April 2012 and was published as the Crown Employees (Lord Howe Island Board Salaries and Conditions 2009) Award.

C. G. STAFF *J.*

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