

**CROWN EMPLOYEES (STATE EMERGENCY SERVICE) LEARNING AND DEVELOPMENT OFFICERS AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 110 of 2012)

Before The Honourable Mr Justice Staff

28 March 2012

**REVIEWED AWARD**

**Arrangement**

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**PART A**

**1. Title**

1.1 This Award will be known as the Crown Employees (State Emergency Service) Learning and Development Officers Award 2012.

**2. Definitions**

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

2.2 "Award" means this Crown Employees (State Emergency Service) Learning and Development Officers Award 2012.

2.3 "SES" means the State Emergency Service as described in the *State Emergency Service Act* 1989 No 164.

2.4 "SES Act" means the *State Emergency Service Act* 1989 No. 164.

- 2.5 "Regulation" means the State Emergency Service Regulation 2001 as amended under the *State Emergency Service Act 1989* No 164.
- 2.6 "Director General" means the Chief Executive Officer of the State Emergency Service as listed in column 2 of Schedule 1 of the *Public Sector Employment and Management Act 2002*.
- 2.7 "Learning and Development Officer" or "LDO" means an officer permanently or temporarily employed in the SES either as a full-time, or part-time employee, in any capacity under the provisions of Chapter 2 of the *Public Sector Employment and Management Act 2002*, and includes an officer on probation.
- 2.8 "Association" means the Public Service Association and Professional Officers Association Amalgamated Union of New South Wales.
- 2.9 "Director General DPC" means the Director General of Department of Premier and Cabinet, is a result of the *Public Sector Employment and Management Amendment (Ethics and Public Service Commissioner) Act 2011*.
- 2.10 "Position" means a position, both full-time and part-time, pursuant to Section 9 of the *Public Sector Employment and Management Act 2002*.
- 2.11 "Salary Rates" means the ordinary time rate of pay for the Learning and Development officer's grading excluding allowance for "After Hours Duty Officer" and all other allowances not regarded as salary.

### **3. General Conditions of Employment**

- 3.1 Conditions of employment for all Learning and Development Officers shall be in accordance with the provisions of the Crown Employees (Public Service Conditions of Employment) 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.
- Crown Employees (Transferred Officers/Excess Rent) Agreement No 2354 of 1981.
- 3.2 The provisions of this Award are to apply to part-time workers on a pro-rata basis.

### **4. Salaries**

- 4.1 The Learning and Development Officers will be remunerated in accordance with the Crown Employees (Public Sector - Salaries 2008) Award as varied or an award replacing it. Salaries at the time of making this Award are set out in Table 1 - Salary Schedule of Part B Monetary Rates.
- 4.2 Appointment of Learning and Development Officers shall be in accordance with the *Public Sector Employment and Management (General) Regulation*.
- 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 State Training Team. 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 Learning and Development Officer'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 LDO's 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. LDO's will be able

to take up to five 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 LDO's will not be required to work more than 5 days in a row without at least one day off.

## **6. Operational Overtime**

- 6.1 Access to overtime can only occur during operations when flexitime has been suspended.
- 6.2 Learning and Development Officers 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 If a Learning and Development Officer is required to perform duty as the after hours duty officer the following payments will be applicable:
- (a) Weekdays - 2/9ths of a day's salary including loading.
  - (b) Weekends - 1/3rd of a day's salary including loading.

## **7. Grievance Procedures**

- 7.1 Grievance procedures will be in accordance with the SES Grievance Policy.

## **8. Dispute Resolution Procedures**

- 8.1 The aim of the dispute resolution procedures is to ensure that, during the life of this Award, industrial disputes or grievances are prevented, or resolved as quickly as possible, at the level closest to the incident (with graduated steps for further attempts at resolution at higher levels within SES, if required).
- 8.2 When a dispute or grievance arises, or is considered likely to arise, the following steps shall be followed:
- (a) Stage 1 - The LDO(s) should notify their supervisor of the substance of the grievance, dispute or difficulty, request a meeting and, if possible, clearly state their preferred outcome.

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 LDO to advise their immediate supervisor the notification may occur to the next appropriate level of management, including where required, to the Director General or delegate.

- (b) Stage 2 - If the issue is not resolved within the office, the LDO may refer the matter to the Manager Personnel.

A confidential meeting should be held within two working days.

- (c) Stage 3 - If the matter is not resolved at the second meeting, the LDO may refer the matter to the Director General.

A confidential meeting should be held within two working days.

If the matter is not resolved, all parties involved in the grievance will be provided with a written response explaining the actions to be taken or the reasons for the SES taking no further action.

- (d) Stage 4 - If the matter remains unresolved it may be referred to the New South Wales Industrial Relations Commission by the officer (s), the Associations, or the Director General.

- 8.3 At any stage of this process either party may request that the situation be referred to an independent mediator. During any stage of this process members of a registered trade union may request that an Association representative be present.
- 8.4 During the process of resolving a grievance, normal work is to continue except in the case of a dispute involving Work Health and Safety where the safety of staff is jeopardised. If practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any officer, or member of the public.
- 8.5 The LDO(s), Association and the SES will be bound by any lawful recommendation, order or determination by the NSW Industrial Relations Commission in relation to the grievance, dispute or difficulty.

## **9. Motor Vehicle**

- 9.1 Learning and Development Officers are provided with a departmental motor vehicle and have standing approval for limited personal use that does not preclude availability for operational response.

## **10. Anti-Discrimination**

- 10.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 10.2 It follows that in fulfilling their obligations under the dispute resolution 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.
- 10.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 10.4 Nothing in this clause is to be taken to affect:
- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
  - (d) a party to this Award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- 10.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

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

- 11.1 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 NSW on 28 April 1999 (310 I.G. 359) take effect from 28 March 2012.
- 11.2 Changes made to this award subsequent to it first being published on 28 September 2007 (363 I.G. 767) have been incorporated into this award as part of the review.

11.3 This Award remains in force until varied or rescinded, the period for which it was made having already expired.

**PART B**

**MONETARY RATES**

**Table 1 - Salary Schedule**

Salary of Full-Time Learning and Development Officers

Effective from the beginning of the first pay period to commence on or after 1 July 2011

1st year of service	\$75,552 pa
2nd year of service	\$77,767 pa
3rd year of service	\$80,096 pa
Thereafter	\$82,491 pa

C. G. STAFF J.

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