

CROWN EMPLOYEES (INTERPRETERS AND TRANSLATORS, MULTICULTURAL NSW) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 666 of 2015)

Before Commissioner Stanton

25 November 2015

REVIEWED AWARD

PART A

1. Arrangement

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2. Title

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

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 "Multicultural NSW" means the Multicultural NSW Staff Agency, within the Department of Family and Community Services as specified in schedule 1 Part 2 of the *Government Sector Employment Act 2013*.
- 3.4 "Secretary" means the Secretary, NSW Industrial Relations, as established under the *Government Sector Employment Act 2013*".
- 3.5 "Interpreter/Translator" means a person with either interpreting or translation qualifications as specified under subclauses 7.2, 7.3 or 7.4 of clause 7, Interpreter/Translator Classifications, or means a person

with both interpreting and translation qualifications which are as specified under the said subclauses 7.2, 7.3 or 7.4.

- 3.6 "Interpreting Assignment" means a single interpreting task or a number of interpreting tasks within any twenty four hour period, provided the time lapse between the scheduled conclusion of one task and the commencement of the next is not greater than two and a half hours. The time lapse between interpreting tasks will not be paid.
- 3.7 "NAATI" means the National Accreditation Authority for Translators and Interpreters.
- 3.8 "Service" means continuous service for salary purposes.
- 3.9 "Staff member" means an ongoing or temporary employee to whom, Part 4 of the *Government Sector Employment Act 2013* applies and, unless otherwise specified in this award, includes both full-time and part-time staff.

4. Parties to the Award

The parties to this award are the Secretary of NSW Industrial Relations, the Department of Family and Community Services and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

5. Exhibition of Award

A copy of this Award is to be accessible to all Interpreters/Translators.

6. Salaries

- 6.1 Salary rates are set in accordance with the Crown Employees (Public Sector - Salaries 2015) Award or any variation or replacement award.
- 6.2 A person employed as a casual employee shall be paid the appropriate hourly rates at the level specified for the relevant position as set out in in the Crown Employees (Public Sector – Salaries 2015) Award or any variation or replacement Award.
- 6.3 Multicultural NSW may determine to commence a staff member or casual employee on a salary point above the Year 1 rate depending on their qualifications, skills, knowledge and experience.

7. Interpreter/Translator Classifications

- 7.1 An Interpreter/Translator has either interpreting or translation qualifications or both interpreting and translation qualifications.

- 7.2 Interpreting/Translating Officer

Qualification: Relevant community languages that NAATI neither accredits nor recognises. Initial appointment to the Interpreting/Translating Officer level shall be dependent upon the assessment of the ability, qualifications and skills in the community language of the applicant by an independent committee coordinated by Multicultural NSW.

- 7.3 Interpreter/Translator

Qualification:

- (a) Accredited at Interpreter level or Translator level as demonstrated by way of the NAATI accreditation or equivalent accreditation authority at the time; or
- (b) meeting the qualifications/standards determined by Multicultural NSW.

7.4 Senior Interpreter/Translator

Qualification:

- (a) Accreditation at Conference Level (Interpreter) or Advanced Translator (Translators or above as demonstrated by way of NAATI accreditation or equivalent accreditation authority at the time); or
- (b) meeting the qualifications/standards determined by Multicultural NSW.

7.5 Incremental Progression is in accordance with the Government Sector Employment Regulation 2014. The effective date of progression shall be the anniversary date of appointment to the position. Incremental progression for part-time staff members is the same as for full time staff members, that is, part-time staff members receive an increment annually.

8. Casual Interpreters

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

- 8.1 Rates of Pay - Rates of pay for Casual Interpreters are as set out in Table 2 - Rates of Pay of Part B Monetary Rates for the relevant position. These hourly rates include an additional 20 per cent loading on the base rate in lieu of all leave entitlements, excluding extended leave. The 20 per cent loading in lieu of leave will not be paid in the overtime rates. A further 34.5 per cent loading will be applied to the base rate to cover the itinerant nature of the work being carried out within the normal work areas as specified under subclause 8.4 of this clause. This loading compensates Casual Interpreters for travel, meals, waiting time and travel time.
- 8.2 The base overtime rate in Table 2 - Rates of Pay, of Part B Monetary Rates is to be used to calculate all overtime payments. This rate does not include the 20% loading.
- 8.3 Commencement Rate and Incremental Progression for Casual Interpreters
 - (a) all Casual Interpreters employed after the date this award is made will commence on a rate calculated by reference to the Year 1 rate and will progress to the next rate on the anniversary date of appointment.
 - (b) Multicultural NSW may consider a commencement rate above the Year 1 rate depending on the individual's qualifications, skills, knowledge and experience.
 - (c) Casual Interpreters employed at the date of commencement of this award will continue to be paid at a rate calculated by reference to the Year 5 rate.
- 8.4 Day Work Outside Normal Work Area - A Casual Interpreter shall be entitled to payment for travel time as per the Crown Employees (Public Service Conditions of Employment) Award 2009 for distances travelled when required to carry out day 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.
- 8.5 Minimum Hours of Work - A Casual Interpreter directed to work any interpreting assignment shall be paid a minimum of three ordinary hours work at the hourly rate for such assignment between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday.

- 8.6 A Casual Interpreter who works for more than three hours but less than eight hours between 7.30 a.m. and 6.00 p.m. Monday to Friday shall be paid for time actually worked beyond the three hours as follows:
- (a) assignments exceeding 3 hours by up to 29 minutes will be rounded for the first half hour, then
 - (b) all subsequent time will be rounded to the next 15 minutes.
- 8.7 During work performed between the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday a Casual Interpreter shall be entitled to take an unpaid luncheon period of a minimum of one half hour.
- 8.8 A Casual Interpreter required to perform work outside the hours of 7.30 a.m. and 6.00 p.m. Monday to Friday shall be paid at the base overtime rate and receive meal allowance provisions in accordance with the Crown Employees (Public Service Conditions of Employment) Award 2009.
- 8.9 Cancellation Fees - Where a Casual Interpreter has been booked to work any assignment to be completed in a single day and the assignment is cancelled within 1 working day (24 hours) of the work due to commence, the Casual Interpreter shall be paid for three ordinary hours work.

Where a Casual Interpreter has been booked for court or tribunal work exceeding a single day and the assignment is cancelled within 1 full working day (24 hours) of the work due to commence, the Casual Interpreter shall be paid three ordinary hours work per day for a maximum of two days that the assignment was booked. No cancellation fee is payable to the Casual Interpreter if alternative assignment(s) are allocated by Multicultural NSW during the period of the original assignment.

- 8.10 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 Crown Employees (Public Service Conditions of Employment) Award 2009.

9. Casual Translators

The parties agree that the employment of Casual Translators shall not prejudice the employment of any permanent Interpreters/Translators.

For the purposes of this Award, 200 words of translation equate to one hour of translation, 45 minutes of editing, 30 minutes of proof reading and 45 minutes of checking.

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.

9.1 Definitions

"Translations" are made up of two types which are defined as:

- (a) "Standard Documents" - these documents include personal documentation relating to an individual. They are not limited to but include a birth certificate, marriage certificate, baptismal/christening certificate, death certificate, driver's licence, passport and are deemed to be equal to one hundred words of translation. Standard documents exclude educational qualifications.
- (b) "Non-Standard Documents" - these are all other documents including educational qualifications, medical certificates, reports, letters and information pamphlets.

"Editing" - editing is the process of revision by translators of translations of texts and personal documents into English/target language and is performed by other translators. It includes verifying the spelling and grammar of the English/target language translation of the document.

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

"Checking" - checking is an independent linguistic comparison of a translation with the source text and with the preparation of an assessment report.

9.2 Rates of Pay - the rates of pay for Casual Translators are set out in Table 2 - Rates of Pay of Part B Monetary Rates for the relevant position. These hourly rates include an additional 20 per cent loading on the base rate in lieu of all leave entitlements, excluding extended leave, plus a 34.5 per cent loading covering use of their own equipment and premises.

9.3 Commencement Rate and Incremental Progression for Casual Translators

- (a) all Casual Translators employed after the date this award is made will commence on a rate calculated by reference to the Year 1 rate and will progress to the next rate on the anniversary date of appointment.
- (b) Multicultural NSW may consider a commencement rate above the Year 1 rate depending on the individual's qualifications, skills, knowledge and experience.
- (c) Casual Translators employed at the date of commencement of this award will continue to be paid at a rate calculated by reference to the Year 5 rate.

10. No Extra Claims

The no extra claims clause (clause 8) contained in the Crown Employees (Public Sector – Salaries 2015) Award shall apply to employees covered by this Award.

11. Anti-Discrimination

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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."

12. 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.

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 In the event that the matter remains unresolved, the Chair, CRC, 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.

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

12.7 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.

12.8 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.

12.9 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.

13. Deduction of Union Membership Fees

- 13.1 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.
- 13.2 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.
- 13.3 Subject to subclauses 13.1 and 13.2 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.
- 13.4 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 member's or casual employees' union membership accounts.
- 13.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 13.6 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.

14. Area, Incidence and Duration

- 14.1 This award shall apply to the classifications as defined herein.
- 14.2 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 2015) Award* or any awards replacing these awards.
- 14.3 This Award is made following a review under section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the *Crown Employees (Interpreters and Translators, Community Relations Commission) Award* published 17 August 2012 (374 IG 47) and all variations thereof.
- 14.4 The changes made to the Award pursuant to the Award Review pursuant to section 19(6) of the *Industrial Relations Commission of New South Wales* on 28 April 1999 (310 IG 359) take effect on and from 25 November 2015.
- 14.5 The Award remains in force until varied or rescinded, the period for which it was made having already expired.

J. D. STANTON, Commissioner

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