

# **CROWN EMPLOYEES (OFFICE OF THE SYDNEY HARBOUR FORESHORE AUTHORITY) AWARD 2007**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 765 of 2015)

Before Commissioner Stanton

24 November 2015

## **REVIEWED AWARD**

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### **2. Title**

This award shall be known as the Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007.

### 3. Parties

The parties to this award are the Secretary of Treasury, Office of the Sydney Harbour Foreshore Authority and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.

### 4. Definitions

"Act" means the *Sydney Harbour Foreshore Act 1998*.

"Authority" shall mean the Office of the Sydney Harbour Foreshore Authority.

"Award" means Crown Employees (Office of the Sydney Harbour Foreshore Authority) Award 2007.

"Casual" shall mean a staff member engaged and paid as such by the Casual Division of the Authority, who is employed on an hourly basis as prescribed by clause 16.

"Chief Executive Officer" means the Chief Executive Officer of the Authority.

"CES" means the Chief Executive Service.

"Hard Barrier" means a barrier to a level within a classification that can only be accessed by merit through a competitive selection process.

"Joint Consultative Committee" or "JCC" means the SHFA Joint Consultative Committee established by this Award.

"Manager" means an officer of the Authority with management responsibilities for a branch, unit or discrete group of people who has delegation to act as determined from time to time by delegations of the Chief Executive Officer.

"Nominee" means a person who has been delegated particular power(s) of the Chief Executive Officer.

"Normal work" means the method of carrying out work functions that were established practice prior to the onset of a dispute or grievance, in terms of clause 12 of the Award.

"Overtime" means all time worked, whether before or after the ordinary daily hours of duty, at the direction of the Chief Executive Officer, which, due to its character or special circumstances, cannot be performed during the staff member's ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified as standard hours, provided that, on the day when overtime is required to be performed, the staff member shall not be required by the Chief Executive Officer to work more than seven hours after finishing overtime or before commencing overtime.

"Public holiday" means a bank or public holiday under the Public Holidays Act 2010, but does not include a Saturday which is such a holiday by virtue of section 15A of that Act, and 1 August or such other day that is a bank holiday instead of 1 August.

"Salary Rates" means the ordinary time rate of pay for the Staff member's grading excluding allowances and penalties not regarded as salary.

"SES" means the Senior Executive Service.

"Service" means continuous period of employment for salary purposes.

"Staff " or "staff member" means and includes all persons who are permanently or temporarily employed under the *Government Sector Employment Act 2013* and, unless otherwise specified in this award, includes both full-time and part-time staff.

"Standard hours" are set and regular hours of operation as determined by the Chief Executive Officer.

"Supervisor" means the immediate supervisor or manager of the area in which a staff member is employed or any other staff member authorised by the Chief Executive Officer to fulfil the role of a supervisor or manager, other than a person employed as a consultant or contractor.

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

"Workplace" means the whole organisation or, as the case may be, a branch or sections of the organisation in which staff are employed.

## **5. Consultative Arrangements**

The parties to this award shall establish a Joint Consultative Committee (JCC) to encourage and facilitate consultation and negotiation on workplace reform and equitable, innovative and productive workplace relations.

## **6. Conditions of Employment**

Conditions of employment other than those fixed by this award are determined by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 or its successor and will apply to all staff employed by the Authority.

## **7. Managing Displaced Staff**

Where changes result in staff becoming displaced, the arrangements for managing such staff shall be in accordance with the NSW State Government's public sector Managing Excess Employees Policy and based on professional management practice, systematic restructuring process as well as merit and equity principles.

## **8. Higher Duties Allowance**

A staff member who relieves in a position that attracts a higher salary than the staff member's substantive salary is entitled to be paid higher duties allowance in accordance with the *Government Sector Employment Regulation 2013* and the *Government Sector Employment Rules 2013*.

## **9. Trade Union Activities**

The provisions for trade union activities as set out in the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, and the Consultative Arrangements between the PSA and NSW Government including consultation and technological change and union deductions, shall apply.

## **10. Savings of Rights**

No staff member covered by this award shall suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment as a consequence of the making of this award.

## **11. Relationship to Other Awards**

This award shall be varied to give effect to any salary increase or other benefits received by the public service as a result of a variation to the Crown Employees (Public Sector - Salaries 2015) Award or award replacing it.

This award shall be varied to give effect of any variation to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, or an award replacing it, in so far as it may affect clauses referred to in that award by this award.

Where there may be inconsistencies between this award and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, the arrangements in this award shall prevail.

## **12. Grievance and Dispute Settling Procedures**

- 12.1 All grievances and disputes relating to the provisions of this award shall initially be dealt with as close to the source as possible, with graduated steps for further attempts at resolution at higher levels of authority within the appropriate department, if required.
- 12.2 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.
- 12.3 Where the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the *Anti-Discrimination Act, 1977*) that makes it impractical for the 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.
- 12.4 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.
- 12.5 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. This sequence of reference to successive levels of management may be pursued by the staff member until the matter is referred to the Chief Executive Officer.
- 12.6 The Chief Executive Officer or the Union may refer the matter to the DPE for consideration. 12.7 If the matter remains unresolved, the Chief Executive Officer 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.
- 12.7 A staff member, at any stage, may request to be represented by the Union.
- 12.8 The staff member or the Union on their behalf or the Chief Executive Officer may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 12.9 The staff member, Union, authority and Secretary of Treasury shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 12.10 Whilst the procedures outlined in subclauses 12.1 to 12.10 of this clause are being followed, normal work undertaken prior to notification of the dispute or difficulty shall continue unless otherwise agreed between the parties, or, in the case involving 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.

## **13. Classification and Salary Schedules**

- 13.1 All staff covered by this award will be paid in accordance with the classifications and salary structures as set out in Part B, Monetary Rates.
- 13.2 No staff will be disadvantaged by the application of this award.
- 13.3 Staff employed at Operational Officer, Level 1, Administrative Officer, Level 1 and Professional Officer, Level 1 before the making of this Award will retain their right to incremental progression to salary points OO1.9, AO1.7 and PO1.9 respectively.
- 13.4 Appointment across hard barriers will be by competitive selection.
- 13.5 Classification and Salary Schedule

13.5.1 Professional Stream - All positions which require a degree qualification or equivalent. This would include positions such as engineers, lawyers or accountants.

13.5.2 Administrative Stream - This includes all clerical workers, customer service and office based staff. A degree qualification or equivalent may not be mandatory but may be likely at the higher levels.

13.5.3 Operational Stream - These positions would cover outdoor workers or those where the majority of the work is composed of physical labour. This would include positions such as gardeners, bridge operators, mechanics and their team leaders. Managers of these areas would fall into the Administrative or Professional Streams depending on qualifications.

13.5.4 Control Room Operators employed within the Asset Management Services Division shall be paid salary equivalent to that applying to Operational Officer Level 1, Year 9 which is inclusive of all incidents of shift allowances and public holidays payments.

#### **14. Deduction of Union Membership Fees**

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

14.2 The union shall advise the Authority 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 Authority at least one month in advance of the variation taking effect.

14.3 Subject to 14.1 and 14.2 above, the Authority shall deduct union fortnightly membership fees from the pay of any staff member who is a member of the union in accordance with the union's rules, provided that the staff member has authorised the Authority to make such deductions.

14.4 Monies so deducted from the staff member's pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

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

14.6 Where a staff member 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 to make a fresh authorisation in order for such deductions to continue.

#### **15. Hours of Duty**

15.1 The working hours of Authority staff, excluding Control Room Operators, CES and SES officers, are those prescribed in the Office of the Sydney Harbour Foreshore Authority Flexible Working Hours Agreement made on 20 March 2006 between the Director General of the Department of Premier and Cabinet, Union and Authority.

15.2 The ordinary hours of work for shift workers employed as Control Room Operators shall not exceed 152 hours per 28 calendar days or an average of 38 hours per week in each roster cycle. Each staff member shall be free from duty for not less than 8 full days plus an allocated rostered day off in each cycle. Time for a rostered day off accrues at 0.4 hour for each 8 hour day or shift. All paid ordinary working time and paid leave count towards accrual of time for the rostered day off duty.

15.3 A Control Room Operator, in addition to working ordinary hours as prescribed in subclause 15.2, will be required to work 4 hours rostered overtime per week. These additional hours will be paid at the relevant overtime rate.

- 15.4 The hours of work prescribed in subclause 15.2 shall be arranged to allow variable working hours in each roster cycle of 28 days to ensure that each staff member shall work his/her other ordinary hours of work on not more than 19 days in the cycle.
- 15.5 The staff member's rostered day off duty prescribed in subclause 15.2 shall be determined having regard to operational needs. Where practicable the rostered day off duty shall be consecutive with the days off prescribed in subclause 15.1. A rostered day off duty is not re-credited if the staff member is ill or incapacitated on a rostered day off. However sick leave will not be debited.

## **16. Casual Employment**

Pursuant to section 43 of the *Government Sector Employment Act 2013*, the Authority may engage casuals, for the staging of the annual events program, as part of the educational services tours program and to staff the Sydney Visitor Centres.

- 16.1 Hours of duty - The ordinary hours of duty of casual staff shall be worked between the hours of 6.00am and 10.00pm, seven days a week.
- 16.2 Penalty Rates - A casual shall be paid a loading of 15% for work commencing at or after 10pm and before 4am and 10% for work commencing at or after 4am and before 6am.
- 16.3 Where a casual is required to and does work on a Public Holiday, the casual shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of any other allowances or penalties which would have been payable if the day had not been a Public Holiday.
- 16.4 Minimum period of engagement - Casual staff shall be provided with a minimum period of three hours' work on each engagement or be paid for a minimum of three hours at the appropriate casual rate.
- 16.5 Rates of pay - The ordinary hourly rate of pay of casual staff shall be ascertained by dividing the annual salary for the classification in which the casual is employed by 52.17857, dividing the resultant answer by 35 and loaded by 20%. This loading shall be paid in lieu of all leave prescribed by the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009.
- 16.6 On termination of each period of casual engagement, the casual shall receive payment at the rate of 4/48th of monies received as compensation in recognition of the *Annual Holidays Act 1944*.
- 16.7 Overtime - All time worked by a casual outside or in excess of thirty five hours per week shall be deemed overtime, and be paid for at the appropriate hourly rate.
- 16.8 Termination - Casual staff members may be terminated by either the Authority or by the casual with three hours notice. In such circumstances remuneration shall only be payable up to and including the time of termination of the three hourly period of engagement. Casuals may be terminated by the Authority without notice in cases of serious and wilful misconduct.
- 16.9 Other - A casual shall be entitled to other payments applicable to other employees, including overtime and appropriate allowances where those payments or allowances are not covered by this clause.

## **17. Leave Entitlements**

- 17.1 All leave shall be granted and administered in accordance with the leave provisions of the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 and subsequent variations.

## **18. Leave Loading**

- 18.1 Staff, other than a trainee who is paid by allowance and CES and SES officers, are entitled to be paid an annual leave loading as set out in this clause. Subject to the provisions set out in clause 18.2, the annual leave loading shall be 17½% on the monetary value of up to 4 weeks' recreation leave accrued in a leave year.

- 18.2 Loading on additional leave accrued - Where additional leave is accrued by a staff member as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on five weeks, whichever is the lower.
- 18.3 Shift workers - Shift workers proceeding on recreation leave are eligible to receive the more favourable of the shift loadings and penalty rates, or any other allowances paid on a regular basis in lieu thereof, which they would have received had they not been on recreation leave; or 17½% annual leave loading.
- 18.4 The annual leave loading payable shall not exceed the amount which would have been payable to a staff member in receipt of salary equivalent to the maximum salary for a Grade 12 Clerk (A&C classification).
- 18.5 For the calculation of annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 18.6 Payment of annual leave loading shall be made on the recreation leave accrued during the previous leave year and be paid as follows:-
- (a) on the first occasion in a leave year, other than the first leave year of employment, when a staff member takes at least two (2) consecutive weeks recreation leave. Where a staff member does not have at least 2 weeks recreation leave available, the staff member may use a combination of recreation leave and any of the following: public holidays, flex leave, extended leave, leave without pay, time off in lieu, rostered day off. The staff member shall be paid the annual leave loading for such period, provided the absence is at least 2 weeks; or
  - (b) if at least two weeks' leave, as set out in clause 18.6(a), is not taken in a leave year, then the payment of the annual leave loading entitlement for the previous leave year shall be made to the staff member as at 30 November of the current year; or
  - (c) paid on a pro-rata basis on each occasion a staff member takes recreation leave in the leave loading year up to the maximum amount specified in clause 18.1
- 18.7 Staff will have the option of electing, prior to 1 November of each year, as to the manner in which leave loading is to be paid to them. Once the election is made, it cannot be altered until the next election. Where a staff member makes no election, annual leave loading will be paid to the staff member as set out in clause 18.6(a).
- 18.8 While annual leave loading shall not be paid in the first leave year of employment, it shall be paid on the first occasion in the second leave year of employment when at least two weeks leave, as specified in clause 18.6(a), is taken.
- 18.9 A staff member who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading on resignation, retirement or termination by the Authority for any reason other than the staff member's serious and intentional misconduct.
- 18.10 Except in cases of voluntary redundancy, proportionate leave loading is not payable on cessation of employment.

## **19. Anti-Discrimination**

- 19.1 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.
- 19.2 It follows that in fulfilling their obligations under the dispute settling 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.

- 19.3 It is the intention of the parties bound by this award to respect and value diversity in the workforce and to achieve the object in section 3(f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace and in particular to ensure equal remuneration for men and women doing work of equal or comparable value.
- 19.4 Unlawful discrimination in the workplace includes any distinction, exclusion or preference made on any prohibited ground, which has the effect of denying or limiting equality of opportunity or treatment. Unlawful discrimination in the work place includes sexual harassment and harassment on any prohibited grounds.
- 19.5 The parties recognise that it is unlawful to victimise an employee because the employee has made or may make or has even been involved in a complaint of discrimination or harassment.
- 19.6 Accordingly, in fulfilling their obligations the parties bound by this award must take all reasonable steps to ensure that the award must take all reasonable steps to ensure that the award provisions do not unlawfully discriminate in their effect and that unlawful discrimination or victimisation does not occur in any aspect of employment.
- 19.7 Any employee or group of employees who has a genuine belief that they have been or are being unlawfully discriminated against in their employment, or have been or are being victimised, may lodge a grievance in accordance with the relevant dispute resolution procedures referred to in this award
- 19.8 Note section 56(d) of the *Anti-Discrimination Act* 1977 states:
- "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."

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

- 20.1 This award shall apply to all staff employed by the Sydney Harbour Foreshore Authority.
- 20.2 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 I.G. 359) take effect on and from 24 November 2015.
- 20.3 Changes made to this award subsequent to it first being published on 9 November 2007 (364 I.G. 251) have been incorporated into this award as part of the review.
- 20.4 This award remains in force until varied or rescinded, the period for which it was made having already expired.

**PART B**

**MONETARY RATES**

**Classification and Salary Schedules**

**Effective from the beginning of the first pay period to commence on or after 1 July 2015**

**Table 1 - Professional Officer**

Professional Officer		
		1/07/2015
PO4	20	\$163,202
	19	\$156,900
	18	\$150,467
PO3	17	Hard Barrier \$136,479
	16	\$131,247
	15	Soft Barrier \$125,773
	14	\$122,108
	13	\$117,193
PO2	12	Hard Barrier \$114,913
	11	\$110,474
	10	\$107,362
PO1	9	Hard Barrier \$101,169
	8	\$96,373
	7	\$93,438
	6	\$89,781
PO Entry Level	5	Hard Barrier \$84,570
	4	\$81,404
	3	\$78,301
	2	\$73,195
	1	\$66,294

**Table 2 - Administrative Officer**

Administrative Officer		
		1/07/2015
AO7	24	\$134,202
	23	\$128,538
	22	\$120,961
	21	\$116,042
AO6	20	Hard Barrier \$110,560
	19	\$107,362
	18	\$103,151
AO5	17	Hard Barrier \$97,426
	16	\$94,423
	15	\$90,646
AO4	14	Hard Barrier \$85,455
	13	\$83,022
	12	\$79,891

AO3	11	Hard Barrier
	10	\$71,839 \$67,586
AO2	9	Hard Barrier
	8	\$63,801 \$60,411
AO1	7	Hard Barrier
	6	\$55,624
	5	\$51,766 \$49,920
AO Entry Level	4	Hard Barrier
	3	\$47,843
	2	\$44,683
	1	\$41,459 \$36,612

**Table 3 - Operational Officer**

Operational Officer		
		1/07/2015
OO4	17	\$97,426
	16	\$94,423
	15	\$90,646
OO3	14	Hard Barrier
	13	\$85,455
	12	\$83,022 \$79,891
OO2	11	Hard Barrier
	10	\$71,839 \$67,586
OO1	9	Hard Barrier
	8	\$63,801 \$60,411
OO Entry Level	7	Hard Barrier
	6	\$60,411
	5	\$51,766
	4	\$49,920
	3	\$47,843
	2	\$44,683
	1	\$41,459 \$36,612

**Table 4 - Control Room Operators**

Control Room Operator		
		1/07/2015
Control Room Operator	1	\$63,801

J. D. STANTON, Commissioner