

**CROWN EMPLOYEES (DEPARTMENT OF FINANCE, SERVICES AND INNOVATION - WASTE ASSETS MANAGEMENT CORPORATION) SALARIED STAFF AWARD 2012**

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 760 of 2015)

Before Commissioner Stanton

24 November 2015

**REVIEWED AWARD**

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**PART B**

**MONETARY RATES**

Table 1 - Classification and Salary Schedules

**1. Title**

This award shall be known as the Crown Employees (Department of Finance, Services and Innovation - Waste Assets Management Corporation) Salaried Staff Award 2012.

**2. Definitions**

"Act" means the Waste Recycling and Processing Corporation (Authorised Transaction) Bill 2010.

"Approval" means the appropriate approval given by a staff member of WAMC with the appropriate and legitimate delegated authority by WAMC to do so.

"At the convenience of" means the operational requirements permit the staff member's release from duty or that satisfactory arrangements are able to be made for the performance of the staff member's duties during the absence.

"Birth" includes stillbirth.

"Call Back (Return to Duty)" means those occasions when a staff member is directed to return to duty outside the staff member's ordinary hours or outside the bandwidth in the case of a staff member working under a flexible Hours of Work scheme.

"Casual staff member" means a person engaged on a day-to-day basis and paid accordingly and includes a loading in recognition of the casual nature of the employment and compensate the staff member for all leave, other than long service leave, and all incidence of employment, except overtime

"Casual rate" means the appropriate rate payable in respect of a motor vehicle maintained by the staff member for private purposes but which the staff member may elect to use, with the approval of the CE for occasional travel on official business, subject to the allowance paid for such travel not exceeding the cost of travel by public or other available transport.

"CE" means the Chief Executive of WAMC or their nominee, with delegated authorities under the Act.

"Contract hours for the day" for a full time staff member, means one fifth of the full time contract hours, as defined in this Award. For a part time staff member, contract hours for the day means the hours usually worked on the day.

"Daily span of hours" means, for a staff member required to work standard hours, the full time standard hours defined in this Award. For a staff member required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the staff member and which do not attract payment for overtime, unless otherwise prescribed in this Award.

"Examination Leave" means time allowed off from normal duties granted on full pay to staff members undertaking examinations in an approved part time course.

"Flexible working hours credit" means the time exceeding the contract hours for a settlement period and includes any time carried over from a previous settlement period or periods.

"Flexible working hours debit" means the contract hours not worked by a staff member and not covered by approved leave during the settlement period, as well as any debit carried over from the previous settlement period periods.

"Flexible working hours scheme" means the scheme outlined in Flexible Working Hours clause of this Award which enables staff members, subject to operational requirements, to select their starting and finishing times.

"Flex leave" means a period of leave available to be taken by a staff member as specified in subclause 8.15 of the Flexible Working Hours clause in this Award.

"Full day" means the standard full time contract hours for the day, i.e., seven or eight hours, depending on the classification of the staff member.

"Full pay" or "half pay" means the staff member's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time contract hours" means the standard weekly hours, that is, 35 hours per week, required to be worked as at the date of this Award.

"Half day" means half the standard contract hours for the day.

"Joint Consultative Committee" means a formal committee established between WAMC and the Trade Unions for the purpose of consulting on Workplace matters.

"Ordinary hours of duty" means:

for a staff member working standard hours - the fixed hours of duty, with an hour for lunch, worked in the absence of flexible working hours;

for a staff member working under a flexible working hours scheme, or flexibility arrangement negotiated under the flexibility arrangements-clause in this Award - the hours of duty the CE requires a staff member to work within the bandwidth specified under the flexible working hours scheme, or flexibility arrangement.

"Normal work" means, for the purposes of the Grievance and Dispute Settling Procedures clause of this Award, the work carried out in accordance with the staff member's position or job description at the location where the staff member was employed, at the time the grievance or dispute was notified by the staff member.

"On duty" means the time required to be worked for WAMC.

For the purposes of the Trade Union Activities clause of this Award, "on duty" means the time off with pay given by WAMC to the accredited Trade Union delegate to enable the delegate to carry out legitimate Trade Union activities during ordinary work hours without being required to lodge an application for leave.

"Official business rate" means the appropriate rate of allowance payable for the use of a private motor vehicle where no other transport is available and such use is proposed by the CEO and agreed to by the staff member or where the staff member is unable to use other transport due to a disability.

"Ordinary hours" means the ordinary hours worked by staff members in an ordinary working day or week to a maximum of 35 hours per week.

"Ordinary rate of pay" means the sum ascertained by dividing the basic annual salary by 260.8929 to give you a daily-rate, then dividing this figure by the number of ordinary hours specified for that position.

"Overtime" means as defined in the overtime clause in this Award.

"Parental Leave" Parental leave includes maternity, adoption and "other parent" leave.

"Part-time Course" shall mean a course undertaken concurrently with employment and shall include courses involving face to face or oral instruction and those conducted externally to the institution through correspondence study.

"Part time Staff member" means a permanent or temporary staff member whose agreed hours are less than full time hours.

"Staff Development and Training" shall mean short educational and professional training courses, conducted by either WAMC, an external institution or body.

"Standard Hours" shall be as per the office hours specified in this Award unless otherwise determined by the CE.

"Study Accumulation" shall mean the aggregation of short periods of study time granted for private study purposes.

"Study Time" shall mean time allowed off from normal duties granted on full pay to staff members who are studying in approved part-time courses.

"Time in lieu" means paid time taken off work during ordinary hours, in lieu of payment for overtime worked.

"Union" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales (PSA) or the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) (APESMA) having regard to their respective coverage.

"WAMC" means the areas of the Department employing staff in classifications under this award.

### **3. Parties to the Award**

The parties to this award are the Secretary of Treasury the Department of Finance, Services and Innovation, the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales and the Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch) known as "Professionals Australia" and all employees who are employed in the classifications detailed in Table 1 of Part B, Monetary Rates of this award.

### **4. Classifications and Salaries**

The classifications and salary rates are set out in Table 1 of Part B, Monetary Rates of this award.

### **5. Saving of Rights**

At the time of making of this award, no staff member covered by this award will suffer a reduction in their rate of pay or any loss or diminution in his or her conditions of employment as a consequence of the making of this Award. This clause is not intended to give rise to further claim.

### **6. 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 are provided for under the *Government Sector Employment Act 2013*, the *Government Sector Employment Regulation 2014*, *Government Sector Employment Rules 2013* and the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009, as reviewed or any award replacing this award.

### **7. Working Hours**

- 7.1 The working hours of staff and the manner of their recording, shall be as determined from time to time by WAMC. Such direction will include the definition of full time contract hours.
- 7.2 The staff member in charge of a division or branch of WAMC will be responsible to the CE for the proper observance of hours of work and for the proper recording of such attendance.
- 7.3 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 7.4 WAMC shall ensure that all staff members employed are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.
- 7.5 The ordinary hours of work shall be 35 hours per week unless otherwise determined by the CE in accordance with subclause 7.1 of this clause.

### **8. Flexible Hours of Work**

#### **8.1 Statement of Intent**

- (a) This agreement aims to improve organisational performance and flexibility for all employees. Achievement of these objectives will ensure that there is an appropriate balance between work and personal commitments. The parties recognise that this will occur if all employees and their supervisors understand and accept the spirit of the agreement, as well as its operation, and respect the needs of the organisation and individual employees. The flexible working arrangement applies to all staff, and operates in conjunction with the following principles by:

- (i) The arrangements described below commit all employees to ensuring that operational and client service requirements are met.
    - (ii) Actual working hours and patterns of work will be decided by mutual agreement between the employee and their supervisor.
  - (b) Decisions regarding working hours and patterns of work will be made by taking into account:
    - (i) organisational requirements of WAMC Environmental Solutions.
    - (ii) the personal commitments/needs of the individual.
- 8.2 Unless different arrangements have been agreed, as provided in the Flexibility Arrangements clause of this Award, a flexible working hours scheme in terms of this subclause may operate in WAMC or a section of WAMC, subject to operational requirements, as determined by the CE.
- 8.3 Where the operational requirements allow, the working of flexible hours under a flexible working hours scheme operating in WAMC shall be extended to a staff member working under a part time work arrangement. Except for provisions contained in subclauses 8.11 and 8.13 of this clause, all other provisions under this subclause shall be applied pro rata to a staff member working under a part time work arrangement.
- 8.4 Exclusions - Flexible working hours shall not apply to staff members who work:
- (a) permanent standard hours;
  - (b) according to a shift roster.
- 8.5 Attendance - A staff member's attendance outside the hours of a standard day but within the bandwidth shall be subject to the availability of work.
- 8.6 Bandwidth - The bandwidth shall be between the hours of 7.00 am and 6.00 pm Monday to Friday, unless a different time span has been agreed as provided in the Flexibility Arrangements.
- (a) Within the bandwidth, no more than 10.5 hours may be credited in any one day.
- 8.7 Core-time - The core-time shall be between the hours of 9.30 am and 3.30 pm Monday to Friday, excluding the lunch break, unless other arrangements have been agreed as provided in the Flexibility Arrangements Clause.
- (a) Core-time may be varied by special arrangement with Managers to 10:00 am to 3:00 pm.
- 8.8 Lunch break - The standard lunch period shall be 1 hour. With the approval of the supervisor, the lunch period may be extended by the staff member up to 2 and 1/2 hours or reduced to not less than 30 minutes within the span of hours determined by the CE, unless other arrangements have been agreed as provided in the Flexibility Arrangements at Clause 10 of this Award.
- 8.9 Settlement period - Unless another arrangement has been reached provided under the Flexibility Arrangements clause the settlement period shall be 3 calendar months i.e. 1 January to 31 March.
- (a) For time recording purposes the settlement period and flex leave must coincide.
  - (b) Where exceptional circumstances apply, e.g., prolonged transport strikes, adverse weather conditions and the like, the CE may extend the affected settlement period.
- 8.10 Contract hours - The contract hours for a settlement period shall be calculated by multiplying the staff member's weekly contract hours by the number of weeks in a settlement period.

- 8.11 Flexible working hours credit -A staff member may carry a maximum of 10 hours credit into the next period. Time accumulated in excess of 10 hours at the end of a settlement period shall be forfeited. Unless other arrangements are negotiated or covered in this Agreement may be negotiated in respect of the carry over of the maximum flexible hours credit and the banking of any accumulated time.
- 8.12 WAMC shall ensure that a staff member does not constantly forfeit excess credit hours at the conclusion of settlement periods as a result of reasonable requests for flex leave being refused or the staff member being directed by the supervisor to work long hours within the bandwidth. With this in mind an employee may roll forward up to 20 hours on single occasion to deal with a unique circumstance but these hours must be taken in the subsequent settlement period so only a maximum of 10 hours rolls forward in the immediate following settlement period. Where the staff member may have excess credit hours, the Manager and staff member shall develop a strategy in accordance with clause 8.15 to ensure that the staff member does not forfeit any credit hours accumulated or likely to be accumulated.
- 8.13 Flexible Working Hours Debit - The following provisions shall apply to the carry over of flexible working hours debits, unless a flexibility arrangement has been negotiated in terms of the flexibility arrangement clause of this Award:
- (a) A debit of up to 10 hours at the end of a settlement period may be carried over into the next period;
  - (b) Where the debit exceeds 10 hours, the excess will be debited from the staff member's recreation or extended leave balance, after consultation with the staff member. If there is insufficient recreation or extended leave to apply to the debit balance, the remainder will be applied as leave without pay.
  - (c) Any debit of hours outstanding on a staff member's last day of duty is to be deducted from any unpaid salary or the monetary value of accrued recreation/extended leave.
- 8.14 Cessation of duty - A staff member may receive payment for a flex day accrued and remaining untaken on the last day of service:
- (a) where the staff member's services terminate without a period of notice for reasons other than misconduct; or
  - (b) where an application for flex leave which would have eliminated the accumulated day or days was made during the period of notice of retirement or resignation and was refused;
- 8.15 Flex leave - Subject to operational requirements, four days may be taken each Settlement Period provided:
- (a) a maximum of 2 flexidays may be taken together. In exceptional circumstances and with the agreement with the manager additional flex days may be approved subject to operational requirements.
  - (b) a maximum of 13 flexidays per annum applies. This period is calculated from 1 July to 30 June.
- 8.16 Flex leave may be taken on consecutive working days. Half-day absences may be combined with other periods of authorised -leave. Arrangements in respect of the taking of flex leave may be negotiated in terms of the Flexibility Arrangements Clause 10 of this Award.
- 8.17 Absence during coretime - Where a staff member needs to take a short period of authorised leave within coretime, other than flex leave, the quantum of leave to be granted shall be determined according to the provisions contained in Clause 12 Notification of Absence from Duty of this Award.
- 8.18 Standard hours - Notwithstanding the provisions of this clause, the CE may direct the staff member to work standard hours and not flexible hours:

- (a) where the CE decides that the working of flexible hours by a staff member or members does not suit the operational requirements of WAMC or section of WAMC, the relevant Trade Union shall be consulted, where appropriate; or
  - (b) as remedial action in respect of a staff member who has been found to have deliberately and persistently breached the flexible working hours scheme.
- 8.19 Easter concession - Staff members who work under a flexible working hours scheme may be granted, subject to the convenience of WAMC, an additional half day of flex leave on the Thursday preceding the Good Friday public holiday.
- 8.20 Any grievances arising from this flexible working hours agreement shall be resolved using the existing Grievance and Dispute Handling Procedures of this Award.

### **9. Payment of Salaries**

Salaries shall be paid to all staff members of WAMC on a fortnightly basis through Electronic Funds Transfer unless otherwise agreed

### **10. Flexibility Arrangements**

- 10.1 Notwithstanding any other provision of this agreement, WAMC and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine needs of WAMC and the individual employee.
- 10.2 The agreement between WAMC and the individual employee must be confined to a variation in the application of one or more of the terms listed in below or as elsewhere specified in this agreement.
- (a) Salary Packaging
    - (i) An employee may elect packaging of salary for, superannuation, and other items that may be approved in accordance with WAMC policy, from time to time.
  - (b) Purchased Leave
    - (i) An employee may apply to enter into an agreement with WAMC to purchase either 5 days (one week) or 10 days (two weeks) additional leave in a 12 month period or some other periods via a flexibility arrangement.
    - (ii) The purchased leave will be funded through the reduction in the employee's ordinary rate of pay. To calculate the purchased leave rate of pay, the employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
  - (c) Arrangements for when work is performed
    - (i) An employee may apply to vary his/her working arrangements in accordance with Clause 7 Working Hours of this Award.
- 10.3 WAMC may agree to a request, provided the employee and WAMC genuinely agree to the arrangement without coercion unless, and the employee is not disadvantaged in relation to their terms and conditions of employment.
- 10.4 The agreement will be taken not to disadvantage the individual employee in relation to their terms and conditions of employment if:
- (a) the agreement does not result, on balance, in a reduction in the overall terms and conditions of employment of the individual employee under this agreement; and

- (b) the agreement does not result in a reduction in the terms and conditions of any individual employee under any relevant laws of NSW.
- 10.5 WAMC when seeking to enter into an agreement must provide a written proposal to that employee. Where the employee's understanding of written English is limited WAMC must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 10.6 WAMC must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of WAMC and employee; and
  - (c) is signed by WAMC and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the Award that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the agreement does not disadvantage the individual employee in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - (iv) states the day on which the arrangement commences.
- 10.7 WAMC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.8 WAMC or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement and the agreement ceasing to operate at the end of the notice period; or
  - (b) if WAMC and employee agree in writing - at any time.
- 10.9 WAMC is responsible for ensuring that all of the requirements of this clause are met.
- 10.10 WAMC will advise staff members accessing flexibility arrangements under this agreement the following:
- (a) Flexibility arrangements can be provided to the relevant Union unless the employee specifically declines to permit this;
  - (b) Staff members consenting to these arrangements being provided to the Union will need to confirm agreement in writing to WAMC. The staff member will need to indicate the Union they are eligible to be members of;
  - (c) WAMC will provide to the state office of their relevant Union, flexibility arrangements upon receipt of staff members' confirmation.
- 10.11 The right to make an agreement pursuant to this clause is in addition to and is not intended to otherwise affect, any provision for an agreement between WAMC and an individual employee contained in any other term of this Award.

## **11. Notification of Absence from Duty**

- 11.1 A staff member must not be absent from work unless reasonable cause is shown.



- 11.2 If a staff member is to be absent from duty because of illness or other emergency, the staff member shall notify or arrange for another person to notify their supervisor as soon as possible of the staff member's absence and the reason for the absence.
- 11.3 If a satisfactory explanation for the absence is not provided, the staff member will be regarded as absent from duty without authorised leave and the CE shall deduct from the pay of the staff member the amount equivalent to the period of the absence.
- 11.4 The minimum period of leave available to be granted shall be a quarter day, unless negotiated in the workplace allow for a lesser period to be taken.
- 11.5 Nothing in this clause affects any proceedings for a breach of discipline against a staff member who is absent from duty without authorised leave.

## **12. Professional Development Activities**

- 12.1 For the purpose of this clause, the following shall be regarded as staff professional development and training activities:
  - (a) all developmental courses conducted by an approved provider and all courses conducted by or in association with WAMC;
  - (b) Short educational and training courses conducted by generally recognised public or private educational bodies; and
  - (c) conferences, conventions, seminars, or similar activities conducted by professional, learned or other generally recognised societies, including Federal or State Government bodies or approved for attendance by WAMC.
- 12.2 For the purposes of this subclause, the following shall not be regarded as staff development and training activities:
  - (a) activities for which study assistance is appropriate;
  - (b) activities to which other provisions of this Award apply (e.g., courses conducted by the relevant Trade Union); and
  - (c) activities which are of no specific relevance to WAMC.
- 12.3 Attendance of a staff member at activities considered by the CE to be:
  - (a) essential for the efficient operation of WAMC; or
  - (b) developmental and of benefit to WAMC.
  - (c) in the best interests of the staff member and WAMC if done by way of a block release bearing in mind staffing and other requirements of the section; shall be regarded as on duty for the purpose of payment of salary if a staff member attends such an activity during normal working hours.
- 12.4 The following provisions shall apply, as appropriate to the activities considered to be essential for the efficient operation of WAMC referred to in (c) above:
  - (a) recognition that the staff members are performing normal duties during the course;
  - (b) adjustment for the hours so worked under the working hours arrangements;
  - (c) payment of course fees;

- (d) payment or reimbursement of all actual necessary expenses or payment of allowances in accordance with this Award, provided that the expenses involved do not form part of the course and have not been included in the course fees; and
- (e) payment of overtime where the activity could not be conducted during the staff member's ordinary hours and the CE is satisfied that the approval to attend constitutes a direction to work overtime under the Overtime clause in this Award.

### **13. Grievance and Dispute Handling Procedures**

- 13.1 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 Department, if required.
- 13.2 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.
- 13.3 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 Secretary or delegate.
- 13.4 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.
- 13.5 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. The staff member may pursue the sequence of reference to successive levels of management until the matter is referred to the Secretary or delegate.
- 13.6 The Secretary or delegate may refer the matter to the PSIR Branch, NSWIR for consideration.
- 13.7 If the matter remains unresolved, the Secretary or delegate 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.
- 13.8 A staff member, at any stage, may request to be represented by their Union.
- 13.9 The staff member or the Union on their behalf or the Secretary or delegate may refer the matter to the New South Wales Industrial Relations Commission if the matter is unresolved following the use of these procedures.
- 13.10 The staff member, Union, Department and IR Branch, NSWIR shall agree to be bound by any order or determination by the New South Wales Industrial Relations Commission in relation to the dispute.
- 13.11 Whilst the procedures outlined in subclauses (1) to (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.

### **14. Increase Or Reduction in Payment of Travelling Allowances**

- 14.1 Where the CE is satisfied that a travelling allowance is:

- (a) Insufficient to adequately reimburse the staff member for expenses properly and reasonably incurred, a further amount may be paid to reimburse the staff member for the additional expenses incurred; or
- (b) In excess of the amount which would adequately reimburse the staff member for expenses properly and reasonably incurred, the CE may reduce the allowance to an amount, which would reimburse the staff member for expenses incurred properly and reasonably.

#### **15. Production of Receipts**

- 15.1 Payment of any actual expenses shall be subject to the production of receipts, unless the CE is prepared to accept other evidence from the staff member.

#### **16. Travelling Distances**

- 16.1 The need to obtain overnight accommodation shall be determined by the CE having regard to the safety of the staff member or members travelling on official business and local conditions applicable in the area.
- 16.2 Where staff members are required to attend conferences or seminars, which involve evening sessions, or staff members are required to make an early start at work in a location away from their normal workplace, overnight accommodation shall be appropriately granted by the CE.

#### **17. Anti-Discrimination**

- 17.1 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.
- 17.2 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.
- 17.3 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.
- 17.4 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.
- 17.5 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) 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."

## **18. Lactation Breaks**

- 18.1 Provisions of this clause apply, except where safety and environmental factors exist. This can include the inability to reasonably provide appropriate facilities, where the mother can express milk or other activities necessary for the breast feeding mother.
- 18.2 This clause applies to staff members who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this award.
- 18.3 A full time staff member or a part time staff member working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 18.4 A part time staff member working 4 hours or less on anyone day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 18.5 A flexible approach to lactation breaks can be taken by mutual agreement between a staff member and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operation requirements of the organisation with the lactating needs of the staff member.
- 18.6 WAMC shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 18.7 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and staff member will take place to attempt.

## **19. Casual Employment**

- 19.1 Hours of Work
  - (a) A casual employee is engaged and paid on an hourly basis.
  - (b) A casual employee will be engaged and paid for a minimum of 3 consecutive hours for each day worked.
  - (c) A casual employee shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are agreed.
- 19.2 Rate of Pay
  - (a) Casual employee shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:
  - (b) Annual salary divided by 52.17857142 divided by the ordinary weekly hours of the classification. In addition a casual loading, as specified in sub-clause 26.3 below shall also apply.
- 19.3 Casual Loading
  - (a) The casual loading shall be 22%.

- (b) The loading specified above is in recognition of the casual nature of the employment and compensate the employee for all leave, other than long service leave, and all incidence of employment, except overtime.

## 20. Area, Incidence and Duration

- 20.1 This award applies to staff of the Department of Finance, Services and Innovation, attached to the Waste Asset Management Corporation in the classifications listed in Table 1 of Part B, Monetary Rates
- 20.2 This award replaces the WAMC Salaried Employees Award 2010, (Agreement ID 833000, FWA Matter No 2010/19702, Print ID PR505185, published 16 December 2010 and all variations thereof.
- 20.3 This award is made following a review under section 19 of the Industrial Relations Act 1996 and rescinds and replaces the *Crown Employees (Department of Finance and Services - Waste Assets Management Corporation) Salaried Staff Award 2012* published 29 June 2012 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 24 November 2015.

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 - Classification and Salary Schedules**

Salary Rates effective from the beginning of the first pay period to commence on or after 1 July 2015.

#### WAMC OFFICER

Grade	Year	Per annum 1 July 2015
WAMC Officer General Scale	1	34,904
WAMC Officer General Scale	2	42,219
WAMC Officer General Scale	3	45,500
WAMC Officer General Scale	4	46,744
WAMC Officer General Scale	5	48,724
WAMC Officer General Scale	6	49,607
WAMC Officer General Scale	7	50,836
WAMC Officer General Scale	8	52,716
WAMC Officer General Scale	9	54,625
WAMC Officer General Scale	10	56,643

Grade	Year	Per annum 1 July 2015 \$
WAMC Officer Grade 1	1	59,763
	2	61,522
WAMC Officer Grade 2	1	63,235
	2	64,971
WAMC Officer Grade 3	1	66,813
	2	68,825
WAMC Officer Grade 4	1	70,977
	2	76,689

WAMC Officer Grade 5	1	78,871
	2	81,357
WAMC Officer Grade 6	1	84,545
	2	87,026
WAMC Officer Grade 7	1	89,632
	2	92,310
WAMC Officer Grade 8	1	96,157
	2	99,214
WAMC Officer Grade 9	1	102,174
	2	105,042
WAMC Officer Grade 10	1	109,335
	2	112,591
WAMC Officer Grade 11	1	118,172
	2	123,182
WAMC Officer Grade 12	1	130,897
	2	136,662

**WAMC SENIOR OFFICER**

Grade	Year	Per annum 1 July 2015 \$
WAMC Senior Officer Grade 1	1	152,920
	2	164,773
WAMC Senior Officer Grade 2	1	167,560
	2	179,374
WAMC Senior Officer Grade 3	1	185,378
	2	203,492

J. D. STANTON, Commissioner

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