

TARONGA CONSERVATION SOCIETY AUSTRALIA SALARIED EMPLOYEES AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(Case No. 2016/00007079)

Before Commissioner Stanton

2 August 2016

REVIEWED AWARD

Arrangement

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PART A

1. Title

This award shall be known as the Taronga Conservation Society Australia Salaried Employees Award.

2. Definitions

- 2.1 Association shall mean the Public Service Association of New South Wales and the Professional Officers' Association Amalgamated Union of New South Wales.
- 2.2 Employer shall mean the Office of Environment and Heritage, at Taronga Conservation Society Australia (Taronga), as defined in Part 2 of Schedule 1 Division of the Government Service in the *Government Sector Employment Act 2013*.
- 2.3 Casual employee means an employee engaged and paid as such but shall not include an employee who is required to work a constant number of ordinary hours each week.
- 2.4 Temporary employee means an employee who is engaged for a short period of time to undertake a specific task and is required to work a constant number of ordinary hours each week.
- 2.5 Domestic Violence means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.

3. Contract of Employment

- 3.1 Wherever possible, full-time employment should be implemented.
- 3.2 The employer may employ persons on a part-time basis in any area of operation covered by this award. A part-time employee is, for all purposes of this award, entitled to the same terms and conditions as a full-time employee, provided that in all cases, entitlement is determined on a pro rata basis.
- 3.3 The number of hours per week to be worked by a part-time employee shall be mutually agreed between the employee concerned and the employer, provided that the minimum number of hours worked shall be eight per week.
- 3.4 The terms and conditions of part-time work, except as provided for in this award, shall be those determined under the Government Sector Employment Act 2013.
- 3.5 Nothing in this award shall affect the right of the employer to dismiss an employee without notice for neglect of duty or misconduct or inefficiency or incompetence, in which case wages shall be paid to the time of dismissal, only provided that no employee shall be dismissed without notice for:
 - (a) sickness, accident or injury if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day;
 - (b) any other reasonable cause if they inform the employer or the employer's representative within a reasonable time prior to or after the commencing time on any day of their inability to commence duty on that day.
- 3.6 Notwithstanding anything hereinbefore contained, an employee shall not be given notice or dismissed, except for misconduct while legitimately absent from duty on accrued sick leave or annual leave.
- 3.7 An employee not attending for duty shall lose pay for the time of non-attendance unless payment for such non-attendance is permitted under the provisions of this award and the non-attendance was accordingly authorised.
- 3.8 Probationary Period -
 - (a) Employees engaged as ongoing employees without any previous service with the employer may be engaged for a probationary period of twelve months. During this period of probationary employment such ongoing employees may be terminated with one week's notice and temporary and casual employees with one hour's notice.

- (b) No other probationary periods shall apply.

4. Classifications and Rates of Pay

4.1 The minimum rates of pay for all classifications covered by the award are set out Part B Monetary Rates, Table 1 - Rates of Pay.

4.2 The grading requirements for horticulturists employed before 1 July 2010 are as follows:

- (a) Garden Labourer - performs basic tasks associated with horticulture and works under limited supervision.
- (b) Horticulture Labourer - undertaking TAFE certification or equivalent in horticultural trade.
- (c) Horticulturalist Level 1 - has completed recognised Trade/Horticultural Certificate III or equivalent experience and has limited supervisory experience.
- (d) Horticulturalist Level 2 - has well developed zoo horticultural experience in areas such as bush regeneration, landscaping, nursery and maintenance.
- (e) Horticultural Technician - proven managerial experience and communicates technical data and information; may also have higher qualification.
- (f) Senior Horticultural Technician - has proven research skills and horticultural experience with at least 3 years experience in zoological horticulture or demonstrated experience in public park management, exhibit design and maintenance.
- (g) Conditions of progression for gardeners will be developed and agreed between the parties, such progression to be based on the recognition of skills attained.

4.3 The grading requirements for gardeners and horticulturists are as follows:

- (a) Horticultural Apprentice:
 - (i) Works under close direct supervision performing basic tasks using basic hand tools or equipment for which either no previous training or experience is required.
 - (ii) Carries out general grounds maintenance including: maintaining current flora displays, planting and establishing new flora displays.
- (b) Gardener:
 - (i) Performs basic tasks associated with horticulture and gardening and works under supervision.
 - (ii) Carries out general grounds maintenance including: maintaining current flora displays, weeding, mowing lawns and trimming hedges.
- (c) Horticulturalist:
 - (i) Has completed recognised Trade/Horticulture Certificate or equivalent experience and has limited supervisory experience.
 - (ii) Carries out horticultural duties including: administering approved chemicals and species identification.
 - (iii) Carries out general grounds maintenance including: maintaining current flora displays.
 - (iv) Provides technical expertise and advice to labouring resources in carrying out of general grounds maintenance (including remnant bush areas and browse plantation).

- (v) Assists with supervising and training of apprentices.
- (d) Horticultural Supervisor:
 - (i) Supervises the maintenance of grounds including the supervision of labouring and horticultural resources (including remnant bush areas and browse plantation).
 - (ii) Supervises labouring and horticultural resources.
- (e) Progression within a classification will occur on the anniversary of an employee's appointment, or the date at which they were appointed to their current classification grade. Employees may only progress within the classification they are appointed to (ie: Apprentice, Gardener, Horticulturalist, and Horticultural Supervisor).
- (f) Progression is subject to a satisfactory performance review at the employee's current classification grade in accordance with Taronga Conservation Society Australia's performance management procedures.
- (g) Appointment of employees to higher classifications will be through a merit selection process when vacancies arise.

4.4 The appointment/progression requirements for keeping grades are as follows.

- (a) Trainee Keeper Level 1
 - (i) No paid animal related industry experience required.
 - (ii) Undertakes Trainee Skills Assessment Workbook.
 - (iii) Works under direct supervision.
- (b) Trainee Keeper Level 2
 - (i) At least 1 year of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under direct supervision.
- (c) Trainee Keeper Level 3
 - (i) At least 2 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under minimum supervision.
- (d) Trainee Keeper Level 4

- (i) At least 3 years of paid animal husbandry related industry experience.
 - (ii) Existing employees must have demonstrated satisfactory progress in completing the Trainee Skills Assessment Workbook.
 - (iii) Enrolled in a Certificate III in Captive Animals.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Works under limited supervision.
- (e) Keeper Level 1
- (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 4 years paid animal husbandry related industry experience.
 - (iii) Existing employees must have satisfactorily completed the Trainee Skills Assessment Workbook.
 - (iv) Existing employees must be satisfactory in general competencies.
 - (v) Undertake Keeper Skills Assessment Workbook.
- (f) Keeper Level 2
- (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 5 years paid animal husbandry related industry experience of which at least one year has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (g) Keeper Level 3
- (i) Possession of Certificate III in Captive Animals or equivalent.
 - (ii) At least 6 years paid animal husbandry related industry experience of which at least two years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (h) Keeper Level 4
- (i) Possession of Certificate III in Captive Animals or equivalent.

- (ii) At least 7 years paid animal husbandry related industry experience of which at least three years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Existing employees must have demonstrated satisfactory progress in completing the Keeper Skills Assessment Workbook in one or more of the three strands of Husbandry, Zoo Veterinary Nursing or Training and Presentation.
 - (iv) Existing employees must be satisfactory in general competencies.
- (i) Senior Keeper Level 1
- (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 8 years paid animal related husbandry industry experience, of which at least four years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) High level of skill in species management e.g. be able to work on regional stud books (training by ARAZPA or equivalent or having an approved mentor on site); or have a very high level of animal management skills.
 - (iv) Existing employees must have satisfactorily completed the Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (v) Existing employees must be satisfactory in general competencies.
- (j) Senior Keeper Level 2
- (i) Possession of the Certificate III in Captive Animals or equivalent.
 - (ii) 9 years paid animal related husbandry industry experience, of which at least five years has been within a zoo which participates in coordinated national/international breeding programs, or demonstrated ability to meet the related skills level as set out in the Keeper Skills Assessment Workbook.
 - (iii) Develop contributions in an area of specialisation or have a very high level of animal management skills and be able to undertake international stud bookkeeping.
 - (iv) Existing employees must have successfully completed a substantial Taronga Zoo or Taronga Western Plains Zoo project approved by the relevant Unit Supervisor and Precinct Manager and endorsed by the Wildlife Conservation Operations Manager. New employees must demonstrate a similar achievement. Senior Keepers Level 2 should always be undertaking an approved project once classified at Level 2.
 - (v) Existing employees must have satisfactorily completed the Senior Keeper Skills Assessment Book in one or more of the three strands of Husbandry, Veterinary Nursing or Training and Presentation.
 - (vi) Existing employees must be satisfactory in general competencies.
- (k) Keeper Grade 4 Level 2 (Specialist) (only available to ongoing employees employed as a Keeper on 8 December 2005).
- (i) Minimum of 3 years' experience as Divisional Supervisor and,

- (ii) Possession of a tertiary qualification or extensive management training or works with outside agencies; and is a qualified technician.
- (l) Keeping Unit Supervisor
 - (i) Appointment by merit based selection.
 - (ii) Possession of the Certificate III in Captive Animals or equivalent.
 - (iii) Demonstrated experience and expertise relevant to the role.
 - (iv) Demonstrated supervisory skills.
- (m) Relevant experience, skills, qualifications and study undertaken will be taken into account in determining the grade and level to which a temporary or ongoing keeping employee will be appointed.
- (n) A keeping employee, except a casual employee, will progress through the classifications of Trainee Keeper, Keeper and Senior Keeper depending on acquisition of qualifications, skills and experience as set out in the appointment/progression requirements.
- (o) A casual keeping employee will be paid one of the following rates depending on qualifications:
 - (i) An employee who does not possess a Certificate III in Captive Animals (or equivalent) will be paid at Trainee Keeper Level 1.
 - (ii) An employee who possesses the qualifications and experience to be appointed as a Keeper will be paid at Keeper Level 1, unless a higher level of responsibility is required, in which case an employee will be paid at the level of the work they are required to perform.
- (q) A casual keeping employee will not progress within the Trainee Keeper or Keeper grades.
- (r) Appointment to the roles of Unit Supervisor will be through merit-based selection.
- (s) A temporary assignment allowance will be paid to keeping employees who temporarily relieve as a Keeping Unit Supervisor for a period of 5 consecutive working days or more. The allowance is the difference between the base salary of the relevant Keeping Unit Supervisor Grade and the substantive salary of the relieving employee. If only a proportion of the duties of the higher graded role are required to be performed by the relieving employee, the allowance will be paid on a pro rata basis. The allowance will not be paid on any leave taken by the relieving employee during the period of relief except when the employee has been relieving in the role for more than 12 months.
- (t) Before an employee commences relief as a Keeping Unit Supervisor, the relevant manager will discuss with them the duties they will be required to perform, the criteria for determining the proportion of the allowance to be paid to them and the delegated responsibilities they will be expected to exercise during the relief period.

4.5 Designer Classifications

Designers employed before 1 July 2010 will be classified and paid in accordance with the classifications and rates of pay for Designers (Exhibitions and Publications in Part B, Table1) and will progress annually. Any designer employee engaged on or after 1 July 2010 will be employed against the following classification structure and will not have access to the previous classification structure.

Progression between Junior Designer, Designer and Senior Designer will be based on merit selection processes, when vacancies arise.

- (a) Junior Designer

- (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
 - (ii) Works under direct supervision or guidance of Senior Designer or Design Manager.
 - (iii) Develops draft concepts in response to design briefs, in consultation with Senior Designer or Design Manager.
 - (iv) Alters concepts at the direction of Senior Designer or Design Manager
- (b) Designer:
- (i) Has completed a recognised qualification, from TAFE, university or accredited and acknowledged private college.
 - (ii) Works under limited supervision or guidance of Senior Designer or Design Manager.
 - (iii) Develops concepts in response to design briefs, before review by Senior Designer or Design Manager.
 - (iv) Responsible for taking design briefs from internal clients.
- (c) Senior Designer:
- (i) Degree qualified with extensive design experience.
 - (ii) Limited experience supervising more junior designers in the development and delivery of work.
 - (iii) Responsible for commissioning and managing photographic shoots.
 - (iv) Responsible for the autonomous project management of client work, including scheduling deliverables and proofing process.
 - (v) Provides design direction and guidance for Designers, Junior Designers and some external, contract designers in the development of design concepts.

5. Training Competency

- 5.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award provided that such duties are not designed to promote de-skilling.
- 5.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 5.3 Any direction issued by the employer pursuant to subclauses 5.1 and 5.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.
- 5.4 The parties agree to an ongoing commitment to the development and implementation of appropriate competencies based on the relevant skill and qualification requirements at each level within the classifications. Such competencies shall be developed having regard to National Competency Standards.
- 5.5 The employer will support the progression of ongoing staff through their classification streams by the provision of training, mentoring and support as appropriate.

6. Hours of Work

- 6.1 The ordinary hours of work shall be an average of 38 per week over a 152-hour month, Monday to Sunday inclusive. Rosters shall, wherever possible, be agreed between the employer and employee. There shall be a specified meal break agreed between the employer and the employee of not less than half an hour and not more than one hour. One week's notice shall be given to an employee of any changes of starting and finishing times and lunch breaks, except in the case of emergency.
- 6.2 Hours of work shall be either day shift or afternoon shift:
- (a) Day shift hours shall be worked between the hours of 6.00 a.m. and 6.00 p.m.
 - (b) Afternoon shift is any shift that finishes after 6.00 p.m. and before midnight.
- 6.3 A 15 per cent allowance shall be paid for work performed on an afternoon shift. This allowance is not cumulative upon the allowances paid for work performed on Saturdays, Sundays and public holidays.

7. Overtime

- 7.1 Where an employee is directed to work in excess of an average of 38 hours per week over a 152-hour month, Monday to Sunday inclusive, the employee may elect for compensation purposes between monetary payment or time-in-lieu.
- 7.2 For all work done outside ordinary hours the rates of pay shall be time and one-half for the first two hours and double time thereafter.
- 7.3 For the purposes of this clause, ordinary hours shall mean the hours of work fixed in accordance with clause 6, Hours of Work. The hourly rate when computing overtime shall be determined by dividing the appropriate rate by 38 even in cases where an employee works more than 38 ordinary hours in a week.
- 7.4 When an employee is required to work overtime beyond 6.30 pm, Monday to Sunday inclusive, they shall be provided with a meal or the appropriate meal allowance. The overtime allowance shall be paid in accordance with item No.1 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the Government Sector Employment Act 2013 and shall be varied to maintain that equivalent relationship.
- 7.5 An employee recalled to work overtime after leaving the employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate as prescribed in subclause 7.2 for each time they are so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job they were recalled to perform is completed within a shorter period.
- 7.6 Where an employee elects for payment as time in lieu of overtime worked, such time in lieu is to be calculated as per the monetary calculation for overtime worked.
- 7.7 Time in lieu of overtime worked may be taken by the employee as allocated days off (ADO) or added to annual leave.
- 7.8 Any day or days added in accordance with subclause 7.7 shall be the working day or working days immediately following the annual leave period to which the employee is entitled under clause 12, Leave Conditions and Entitlements.
- 7.9 Subject to subclause 7.10, the employer may require an employee to work reasonable overtime at overtime rates.
- 7.10 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

- 7.11 For the purposes of subclause 7.10 what is unreasonable or otherwise will be determined having regard to:
- (a) any risk to employee health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the workplace or enterprise;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.

8. Allocated Days Off

- 8.1 Where possible, allocated days off (ADOs) shall be scheduled by mutual agreement between employees and the employer. ADOs may be accumulated up to a maximum of ten days. Accumulation of ADOs in excess of ten days shall require the approval of the employer.
- (a) Except as provided by subclause 8.1 of this clause, an employee shall be advised by the employer at least four weeks in advance of the week-day which is to be the ADO.
 - (b) The employer with the agreement of the employee concerned may substitute the day an employee is to be allocated off duty for another day in the case of an emergency or to meet the requirements of a particular establishment.
 - (c) An individual employee with the agreement of the employer may substitute the day such employee is allocated off duty for another day.

In the event that an employee's ADO is a day which coincides with pay day, such employee shall be paid no later than the working day immediately following pay day.

- 8.2 Allocated Day Off Falling on a Public Holiday - In the event of an employee's ADO falling on a public holiday, the employee and the employer shall agree to an alternative day off duty as a substitute. In the absence of agreement the substituted day shall be determined by the employer.
- 8.3 Work on Allocated Day Off - Subject to subclause 8.1 any employee required to work on their ADO shall be paid in accordance with the provisions of clause 7, Overtime.

9. Saturday and Sunday Work During Ordinary Hours

- 9.1 Employees except gate receptionists required to work their ordinary hours on a Saturday or Sunday shall be paid for all time so worked at the following rates:
- Saturday Work - Time and one-half;
- Sunday Work - Time and three-quarters.
- 9.2 Employees rostered for duty on Saturdays and Sundays, if advised at starting time of the day in question by the employer that they are not required, shall be paid for two hours at double time rates; provided that a keeper or gardener called upon to work on a public holiday shall be paid for a minimum of six hours at the appropriate penalty rates; all other staff shall be paid for a minimum of three hours at the appropriate penalty rate.
- 9.3 When shift work is performed on Saturdays and Sundays the shift allowance prescribed in clause 6, Hours of Work, is not paid.

10. Allowances

- 10.1 First-aid Allowance - A standard first-aid kit shall be provided and maintained by the employer in accordance with the Work Health and Safety Act 2011. In the event of any serious accident happening to any employee whilst at work the employer, at the employer's own expense, shall provide transport facilities to the nearest hospital or doctor. An employee who is a qualified first-aid attendant and who is required to carry out the duties of a qualified first-aid attendant shall be paid an additional amount as provided in Item 2 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. It is the intention of the parties to this award that such allowance shall be paid in a weekly amount equivalent to that available to members of the Public Service as defined under the Government Sector Employment Act 2013 and shall be varied to maintain that equivalent relationship. The weekly rate applicable will be referable to the annual allowance payable pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2012 paid on a weekly basis and calculated as follows:

Annual Allowance/365.25 x 7 = Weekly Allowance

Casual employees shall be paid an additional amount as set in Item 3 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

- 10.2 Uniforms - Where a uniform (which may include overalls) is required to be worn, and the cost of any laundering is not borne by the employer, a laundry allowance as set in Item 4 of Table 2 shall be paid
- 10.3 Disability Allowance - Zookeepers employed prior to 1 July 2010 working at Western Plains Zoo shall be paid an allowance at the rate as set in Item 5 of Table 2 which shall be treated as part of the ordinary wage for all purposes of this award.
- 10.4 Meal Allowance on one day journeys - An employee who is authorised to undertake a one-day journey on official business which does not require the employee to obtain overnight accommodation, shall be paid the appropriate rate of allowance set out in Item 6 of Table 2 Other Rates and Allowances of Part B Monetary Rates for:-
- (a) breakfast when required to commence travel at or before 6.00 a.m. and at least 1 hour before the prescribed starting time;
 - (b) an evening meal when required to travel until or beyond 6.30 p.m.; and
 - (c) lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the employee's normal place of work at the time of taking the normal lunch break.

However, meal expenses will not be payable on one-day journeys when the journey is between Taronga Conservation Society Australia work sites, for example, as between Taronga Zoo and Western Plains Zoo.

It is the intention of the parties to this award that such allowance shall be paid in an amount equivalent to that available to members of the Public Service as defined under the Government Sector Employment Act 2013 and shall be varied to maintain that equivalent relationship

- 10.5 All allowances with the exception of subclauses 10.3 and 10.4 shall be moved in accordance with State Wage Case decisions.

11. Lactation Breaks

- 11.1 This clause applies to employees 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.
- 11.2 A full time employee or a part time employee 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.

- 11.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 11.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee 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 operational requirements of the organisation with the lactating needs of the employee.
- 11.5 The Department Head shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 11.6 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 employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 11.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 11.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 79, Sick Leave of this award, or access to the flexible working hours scheme provide in Flexible Working Hours of this award, where applicable.

12. Leave Conditions and Entitlements

12.1 All employees shall be entitled to leave in accordance with the Government Sector Employment Act 2013.12.2 In addition to subclause 10.1 of this clause, employees shall be entitled to additional parental leave entitlements as follows:

- (a) Casual employees are entitled to unpaid parental leave under Chapter 2, Part 4, Division 1, section 54, Entitlement of Unpaid Parental Leave, in the *Industrial Relations Act 1996*. The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).
- (b) The employer must not fail to re-engage a regular casual employee (see section 53(2) of the *Industrial Relations Act*) because:
 - (i) the employee or employee's spouse is pregnant; or
 - (ii) the employee is or has been immediately absent on parental leave.

The rights of the employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

- (c) Right to request
 - (i) An employee entitled to parental leave may request the employer to allow the employee:
 - (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
 - (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) Employee's request and the employer's decision to be in writing

The employee's request made under (c)(i) and the employer's decision made under (c)(ii) must be recorded in writing.

(iv) Request to return to work part-time

Where an employee wishes to make a request under (c)(i)(3), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(d) Communication during parental leave

(i) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

(1) make information available in relation to any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave; and

(2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the role the employee held before commencing parental leave.

(ii) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

(iii) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with subparagraph (d)(i).

12.3 Casual employees shall also receive unpaid Personal Carer's entitlement and Bereavement entitlement as follows;

(a) Personal Carers entitlement for casual employees

(i) Casual employees are entitled to not be available to attend work, or to leave work if they need to care for a family member described in subclause 11.1 of this award who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child. This entitlement is subject to the evidentiary requirements set out below in (iv), and the notice requirements set out in (v).

(ii) The employer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

- (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.
- (iv) The casual employee shall, if required,
 - (1) establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person, or
 - (2) establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

In normal circumstances, a casual employee must not take carer's leave under this subclause where another person had taken leave to care for the same person.

(b) Bereavement entitlements for casual employees

- (i) Casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a family member on production of satisfactory evidence (if required by the employer).
- (ii) The employer and the casual employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (iii) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.
- (iv) The casual employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the employer of their inability to attend for duty. If it is not reasonably practicable to inform the employer during the ordinary hours of the first day or shift of such absence, the employee will inform the employer within 24 hours of the absence.

13. Family and Community Service Leave, Personal Carer's Leave

13.1 The definition of "family" and "relative" for the purpose of this clause is the person who needs the employee's care and support and is referred to as the "person concerned" and is:

- (a) a spouse of the employee; or
- (b) a de facto spouse, who in relation to a person, is a person of the opposite sex to the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
- (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the employee or the spouse or de facto spouse of the employee; or
- (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- (e) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

- (i) "relative" means a person related by blood, marriage or affinity;
- (ii) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- (iii) "household" means a family group living in the same domestic dwelling.

13.2 The Executive Director and Chief Executive shall grant to an employee some, or all of their accrued family and community service leave on full pay, for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in subclause (a) of this clause. The Executive Director and Chief Executive may also grant leave for the purposes in subclause (b) of this clause. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements or other appropriate leave.

- (a) Such unplanned and emergency situations may include, but not be limited to, the following:-
 - (i) Compassionate grounds - such as the death or illness of a close member of the family or a member of the employee's household;
 - (ii) Emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - (iii) Emergency or weather conditions; such as when flood, fire, snow or disruption to utility services etc, threatens an employee's property and/or prevents an employee from reporting for duty;
 - (iv) Attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - (v) Attendance at court by a staff member to answer a charge for a criminal offence, only if the Executive Director and Chief Executive considers the granting of family and community service leave to be appropriate in a particular case.
- (b) Family and community service leave may also be granted for:
 - (i) An absence during normal working hours to attend meetings, conferences or to perform other duties, for employees holding office in Local Government, and whose duties necessitate absence during normal working hours for these purposes, provided that the staff member does not hold a role of Mayor of a Municipal Council, President of a Shire Council or Chairperson of a County Council; and
 - (ii) Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for employees who are selected to represent Australia or the State.
- (c) Family and Community Services Leave replaces Short leave

13.3 Family and community service leave shall accrue as follows:

- (a) The maximum amount of family and community services leave on full pay that may be granted to an employee is:
 - (i) 2.5 working days during the first year of service and 5 working days in any period of 2 years after the first year of service, or

- (ii) 1 working day for each year of service after 2 years continuous service, minus any period of family and community service leave already taken by the employee, whichever is the greater period.
 - (b) Family and Community Service Leave is available to part-time employees on a pro rata basis, based on the number of hours worked.
 - (c) Where family and community service leave has been exhausted, additional paid family and community service leave of up to 2 days may be granted on a discrete 'per occasion' basis on the death of a person defined in subclause 13. 1.
- 13.4 Use of Sick Leave to care for a sick dependant - general - When family and community service leave, as outlined in paragraph 13.3 is exhausted, the sick leave provisions under subclause 13.5 may be used by an employee to care for a sick dependant.
- 13.5 Use of sick leave to care for a sick dependant - entitlement
- (a) The entitlement to use sick leave in accordance with this clause is subject to:
 - (i) the employee being responsible for the care and support of the person concerned, and
 - (ii) the person concerned being as defined in subclause 12.1.
 - (b) An employee with responsibilities in relation to a person who needs their care and support shall be entitled to use sick leave available from that year's annual sick leave entitlement minus any sick leave taken from that year's entitlement to provide care and support for such persons when they are ill.
 - (c) Sick leave accumulates from year to year. In addition to the current year's grant of sick leave, sick leave accrued from the previous 3 years may also be accessed by an employee with responsibilities in relation to a person who needs their care and support.
 - (d) In special circumstances, the Executive Director and Chief Executive may make a grant of additional sick leave. This grant can only be taken from sick leave accrued prior to the period referred to in paragraph 12.5 (c).
 - (e) If required, a medical certificate or statutory declaration must be made by the employee to establish the illness of the person concerned and that the illness is such to require care by another person.
 - (f) The employee is not required to state the exact nature of the relevant illness on either a medical certificate or statutory declaration and has the right to choose which of the two methods to use in the establishment of grounds for leave.
 - (g) Wherever practicable, the employee shall give the Executive Director and Chief Executive prior notice of the intention to take leave, the name of the person requiring care and that person's relationship to the employee. They must also give reasons for taking such leave and the estimated length of absence. If the employee is unable to notify the Executive Director and Chief Executive beforehand, notification should be given by telephone at the first opportunity on the day of absence.
 - (h) In normal circumstances, the employee must not take leave under this subclause where another person has taken leave to care for the same person.

13A. Leave for Matters Arising from Domestic Violence

13A.1 The definition of domestic violence is found in sub clause 2.5, of clause 2 Definitions, of this award;

- 13A.2 Leave entitlements provided for in clause 13, Family and Community Service Leave, Personal/Carer's Leave, and sick leave entitlements in clause 12, Leave and Entitlements, may be used by an employee experiencing domestic violence;
- 13A.3 Where the leave entitlements referred to in sub clause 12.2 are exhausted, the employer shall grant up to five days Special Leave, per calendar year, to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 13A.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 13A.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 13A.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

14. Public Holidays

- 14.1 All statutory and proclaimed public holidays shall be holidays for the purpose of this award.
- 14.2 Employees shall be paid for all ordinary time worked on public holidays at the rate of double time and one-half
- 14.3 Where a holiday occurs on the rostered day off of a seven-day shift worker, other than an ADO given pursuant to the provisions of clauses 6, Hours of Work, and 8, Allocated Days Off.
- (a) if such employee is not required to work on that day the employer shall pay such employee the ordinary pay in respect of such day;
- (b) if such employee is required to work on that day the employer shall pay such employee the ordinary pay in respect of such time and in addition at the rate of time and one-half for the first eight hours and double time and one-half thereafter.
- 14.4 When shift work is performed on Public Holidays, the shift allowance prescribed in the said clause 6 is not paid.

15. Dispute Settlement Procedure

- 15.1 When any claim or dispute arises at the workplace the employee(s) concerned will take the matter up with their immediate supervisor. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or claim.
- The supervisor will advise the employee(s) concerned of the time by which an answer will be provided.
- 15.2 If the claim or dispute is not resolved between the employee(s) and their immediate supervisor, or where the matter is of such a nature that direct discussion between the employee(s) and their supervisor would not be appropriate, the employee(s) shall notify the Association delegate(s) who shall then take the matter up with the appropriate Manager.
- 15.3 If the claim or dispute has not been settled by the immediate supervisor or Manager, or if any party so requests, the matter will be discussed as soon as practicable between a representative of the Association concerned and appropriate senior management representatives, which may include staff of the Human Resources Division.
- 15.4 If the claim or dispute remains unresolved the parties agree that it may be referred to the appropriate industrial tribunal.

- 15.5 Nothing contained in these procedures will preclude the employer and the Association from entering into direct negotiations on any matter.
- 15.6 Whilst these procedures or negotiations are continuing no stoppage of work or any other form of limitation of work shall be applied.
- 15.7 The parties reserve the right to vary this procedure where it is considered that a safety factor is involved.

16. Anti-Discrimination

- 16.1 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.
- 16.2 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.
- 16.3 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.
- 16.4 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 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.
- 16.5 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.

17. Merit Selection

- 17.1 Merit selection is based on:
- (a) A competitive selection process;
 - (b) A selection process which assesses all applicants equally against job related criteria;
 - (c) Open access to job opportunities; and
 - (d) An independent selection process in accordance with this clause.
- 17.2 Selection Panel
- (a) A selection panel shall include:
 - (i) the immediate supervisor or line manager of the vacant role which is the subject of the selection and recruitment process ("vacant role");

- (ii) a person having some expertise in or knowledge of the nature and requirements of the vacant role, or otherwise having some familiarity with the operational and human resources needs and workplace culture of the employer; and
 - (iii) an independent person referred to in paragraphs 16.2(c) and 16.2(f) ("independent").
- (b) Selection panels shall preferably comprise three persons, but may comprise a minimum of two persons (including an independent) in particular for entry level roles. In all cases there should be at least one female and one male person on the selection panel.
- (c) If, after taking the steps referred to in paragraph 16.2(d), to obtain a person who is not, and preferably has not been, employed by the employer ("external independent") to be included on a selection panel, the employer determines that it is not possible or practicable to do so, it shall record the steps taken by it, and the reasons it was not able, to obtain an external independent. The record shall be in writing recorded on the recruitment file and will be made prior to the culling of any applicants for the vacant role.
- (d) For the purposes of paragraph 16.2(c) the relevant steps are:
- (i) making requests of at least three public sector agencies that they make available to the employer an external independent; and
 - (ii) in the event that an external independent cannot be procured pursuant to a request made under of subparagraph 16.2(d)(i) or by way of any reciprocal arrangement referred to in paragraph 16.2(e), seeking the assistance of the Public Service Commission to identify public sector agencies which may have available external independents.
- (e) To facilitate obtaining external independents for selection panels, the employer will to the extent practicable attempt to establish and to the extent practicable utilise, reciprocal arrangements or networks with public sector agencies ("reciprocal arrangements").
- (f) Where the employer has not been able to obtain an external independent to sit on a selection panel, then the independent utilised for that purpose will be a person who:
- (i) where possible, does not have any close professional or personal affiliation with any applicant for the vacant role, but who shall nevertheless declare in writing to the other members of the selection panel the nature of any such affiliation;
 - (ii) is not employed in the same division of the employer as that in which the vacant role is situated.
- (g) Nothing in this clause should be construed as requiring the employer to pay external independents for their participation on selection panels.
- (h) The employer aims to have a selection committee made up of members who are able to act independently in their decision making. Where practicable the same members of the selection panel should take part in all stages of the selection process from initial cull to signing of the selection panel report.
- (i) The convener is responsible for ensuring that:
- (i) equity principles are applied during the recruitment process;
 - (ii) documentation of the selection process is completed and returned to the relevant recruitment personnel; and
 - (iii) appropriate feedback is provided to the unsuccessful applicants.
- (j) All members of the selection panel have an obligation to ensure equity principles are implemented. Any individual member who does not support the outcome of the selection process should submit a separate report.

18. Deduction of Union Membership Fees

- 18.1 The Association must provide the employer with a schedule setting out union fortnightly membership fees payable by members of the Association in accordance with the Association's rules. For the purposes of this clause, this amount is referred to as "the Fortnightly Membership Fee".
- 18.2 The Association must advise the employer of any change of the Fortnightly Membership Fee, consequent upon a variation of the annual union membership fee as provided in the Association rules. Any variation to the Fortnightly Membership Fee shall be provided to the employer at least one month in advance of the variation taking effect. No more than two variations will be effected in any financial year.
- 18.3 Subject to 18.1 and 18.2 above, the employer must deduct the Fortnightly Membership Fee from the pay of any employee who is a member of the Association in accordance with the Association's rules, provided that the employee has authorised the employer to make such deductions. However, deduction of the Fortnightly Membership Fee will only occur in each pay period in which payment has or is to be made to an employee.
- 18.4 Monies so deducted from employees' pay must be forwarded fortnightly to the Association by way of electronic funds transfer, together with all necessary information to enable the Association to reconcile and credit subscriptions to employees' Association membership accounts. The money must be remitted to the Association as soon as practicable after the fortnightly pay period has been processed.
- 18.5 In relation to full-time and part-time employees, the Fortnightly Membership Fee must be deducted on a fortnightly basis from the employees' pay.
- 18.6 No Fortnightly Membership Fee will be deducted in respect of periods where an employee is absent on leave without pay, including unpaid parental, sick or carers' leave.
- 18.7 In relation to casual employees the Fortnightly Membership Fee will only be deducted, if the casual employee has worked within the relevant fortnightly pay period.
- 18.8 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

19. Secure Employment

19.1 Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of ongoing roles in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

19.2 Casual Conversion

- (a) A casual employee engaged by a particular employer on a regular and systematic basis for a sequence of periods of employment under this award during a calendar period of six months shall thereafter have the right to elect to have his or her ongoing contract of employment converted to ongoing full-time employment or part-time employment if the employment is to continue beyond the conversion process prescribed by this subclause.
- (b) Every employer of such a casual employee shall give the employee notice in writing of the provisions of this subclause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (c) Any casual employee who has a right to elect under paragraph 18.2(a), upon receiving notice under paragraph 18.2(b) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (d) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (e) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (f) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph 18.2(c), the employer and employee shall, in accordance with this paragraph, and subject to paragraph 18.2(c), discuss and agree upon:
 - (i) whether the employee will convert to full-time or part-time employment; and
 - (ii) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this award pursuant to a part time work agreement made under Chapter 2, Part 5 of the *Industrial Relations Act 1996* (NSW);

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.
- (g) Following an agreement being reached pursuant to paragraph 18.2(f), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the disputes settlement procedure.
- (h) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

19.3 Work Health and Safety

- (a) For the purposes of this subclause, the following definitions shall apply:
 - (i) A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 - (ii) A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or

services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.

- (b) Any employer which engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises shall do the following (either directly, or through the agency of the labour hire or contract business):
 - (i) consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 - (ii) provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 - (iii) provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 - (iv) ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
- (c) Nothing in this subclause 18.3 is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Work Health and Safety Act 2011 or the Workplace Injury Management and Workers Compensation Act 1998.

19.4 Disputes Regarding the Application of this Clause

Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes settlement procedure of this award.

- 19.5 This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations established by the Department of Education, Science and Training.

20. Area, Incidence and Duration

- 20.1 This award applies to all classifications of employees employed by the Taronga Conservation Society Australia listed in Table 1 - Rates of Pay, of Part B, Monetary Rates of this award.
- 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 IG 359) take effect on and from 2 August 2016.
- 20.3 The award remains in force until varied or rescinded, the period for which it was made having already expired.

PART B

MONETARY RATES

Payable in accordance with the Crown Employees (Public Sector – Salaries 2015) Award

Table 1 - Rates of Pay

Effective from the first pay period to commence on or after 1 July 2016

Classification	1/7/2016 Per annum \$
Clerks -General Scale -	
1st year (up to 18 years)	35,134
2nd year (or 20 years)	42,495
3rd year	45,800
4th year	47,049
5th year	49,039
6th year	49,929
7th year	51,168
8th year	53,060
9th year	54,983
10th year	57,015
At 19 years + (HSC)	39,810
Grade 1 -	
1st year	60,154
2nd year	61,921
Grade 2 -	
1st year	63,649
2nd year	65,396
Grade 3 -	
1st year	67,248
2nd year	69,276
Grade 4 -	
1st year	71,438
2nd year	73,635
Grade 5 -	
1st year	79,384
2nd year	81,888
Grade 6 -	
1st year	85,098
2nd year	87,591
Grade 7 -	
1st year	90,215
2nd year	92,912
Grade 8 -	
1st year	96,784
2nd year	99,862
Grade 9 -	
1st year	102,838
2nd year	105,730
Grade 10 -	
1st year	110,046
2nd year	113,324
Grade 11 -	
1st year	118,943
2nd year	123,985

Grade 12 - 1st year	131,751
2nd year	137,557
Clerical Assistants - 1st year (or under 17 years)	24,457
2nd year (or 17 years)	27,472
3rd year (or 18 years)	33,054
4th year (or 19 years)	37,542
5th year (or 20 years)	39,810
6th year (or 21 years)	44,165
7th year	45,800
8th year	47,049
9th year	47,940
Class 1 - 1st year	49,929
2nd year	51,168
Class 2 - 1st year	53,060
2nd year	54,429
Class 3 - 1st year	55,509
2nd year	57,015
Class 4 - 1st year	58,108
2nd year	59,120
Horticulturalist Labourer (Applies to employees engaged prior 1 July 2010)	
Level 1	49,929
Level 2	52,136
Level 3	54,429
Horticulturalist Labourer (Applies to employees engaged prior 1 July 2010)	
Level 1 Grade 1	58,108
Level 1 Grade 2	59,695
Level 2 Grade 1	61,290
Level 2 Grade 2	62,523
Horticultural Technician (Applies to employees engaged prior 1 July 2010)	
Grade 1	65,396
Grade 2	66,591
Senior Horticultural Technician (Applies to employees engaged prior 1 July 2010)	
Grade 1	70,751
Grade 2	73,635
Horticultural Apprentice (Applies to employees engaged post 1 July 2010)	
1st Year	24,291
2nd Year	28,709
3rd Year	33,124
4th Year	39,751
Gardener (Applies to employees engaged post 1 July 2010)	
Grade 1	44,165
Grade 2	46,251
Grade 3	47,497
Horticulturalist (Applies to employees engaged post 1 July 2010)	
Grade 1	56,212
Grade 2	57,897

Grade 3	59,635
Grade 4	62,522
Horticultural Supervisor (Applies to employees engaged post 1 July 2010)	
Grade 1	66,383
Grade 2	68,376
Grade 3	70,426
Keeper Grade 4 (Specialist) - Level 2 (only available to ongoing employees employed as a Keeper on 8 December 2005) Keeper as at Jan 06 Trainee Keeper -	79,384
Level 1	42,161
Level 2	44,970
Level 3	47,781
Level 4	50,591
Keeper -	
Level 1	56,213
Level 2	59,022
Level 3	61,832
Level 4	64,645
Senior Keeper -	
Level 1	67,454
Level 2	73,075
Keeping Unit Supervisor -	
Year 1	81,508
Year 2	83,195
Year 3	84,879
Keeper before Jan 06	
Grade 1	
Level 01	52,550
Level 02	53,060
Level 03	53,937
Level 04	54,982
Grade 4	
Level 01	72,038
Level 02	79,382
Gate Receptionists	55,970
Graphic Designer (Applies to employees engaged prior 1 July 2010)	
1st Year	55,509
2nd Year	56,548
3rd Year	58,108
4th Year	60,154
5th Year	61,921
6th Year	63,008
7th Year	64,193
8th Year	66,009
9th Year	68,582
10th Year	71,438
11th Year	73,635
12th Year	76,522
Junior Designer	
Grade 1	47,912
Grade 2	49,828
Grade 3	51,820
Grade 4	53,892

Designer	
Grade 1	55,509
Grade 2	58,004
Grade 3	60,615
Grade 4	63,344
Grade 5	66,192
Senior Designer	
Grade 1	69,507
Grade 2	72,980
Grade 3	76,627

Table 2 - Other Rates and Allowances payable in accordance with the Public Service Conditions of Employment Reviewed Award (2009).

Effective from the first pay period to commence or after the dates 24 November 2015.

Item No.	Clause No.	Brief Description	Amount \$
1	8.4	Overtime Meal Allowance: Dinner Supper	28.80 10.75
2	11.1	First Aid Allowance Holders or basic qualifications: Holders of current occupational first aid certificate:	15.83 per week 23.83 per week
3	11.1	Casual First-aid allowance	16.62per shift
4	11.2	Uniforms - Laundry Allowance Gate Receptionist Laundry Allowance	6.94 per week 5.35 per week
5	11.3	Disability Allowance at Western Plains Zoo Payable only to existing keepers (ongoing, temporary and casual) employed before 1 July 2010, for the term of their current contract	15.20 per week
6	11.4	Meal Allowance: Capital Cities Breakfast Lunch Dinner Meal Allowance: Country Centres Breakfast Lunch Dinner	25.90 \$29.15 \$49.65 23.20 26.50 45.70

J. D. STANTON, Commissioner

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