

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA23/02

TITLE: NSW Institute of Sport Enterprise Agreement 2023-2024

CASE NO: 2022/362343

DATE APPROVED / COMMENCED: 14 April 2023 / 1 January 2023

TERM: 24 months

NEW AGREEMENT OR VARIATION: Replaces EA19/10

GAZETTAL REFERENCE: 21 April 2023 (394 I.G. 285)

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF EMPLOYEES:

The agreement applies to all staff except for Public Sector Senior Executives, as defined by the Government Sector Employment Act 2013, employed by the New South Wales Institute of Sport located at Level 1, 6B Figtree Drive, Sydney Olympic Park NSW 2127.

PARTIES:

NSW Institute of Sport -&- New South Wales Institute of Sport Consultative Committee representing the employees.



**NSW Institute of Sport
Enterprise Agreement
2023-2024**

:

1. Title

This enterprise agreement (**Agreement**) will be known as the *New South Wales Institute of Sport Enterprise Agreement 2023 – 2024*.

2. Definitions

In this Agreement, the following terms have the corresponding definitions unless expressly stated to the contrary:

Affinity means a relationship that one spouse or partner has to the relatives of the other.

Anti-Discrimination Act means the *Anti-Discrimination Act 1977* (NSW) as amended or replaced from time to time.

Agreement means this *New South Wales Institute of Sport Enterprise Agreement 2023 – 2024*.

Casual means employment to carry out irregular, intermittent, short-term, urgent or other work as and when required, and **Casual Employee** means a person that is employed on a Casual basis, and **Casual Employment** has the corresponding meaning.

Chief Executive Officer means the Chief Executive Officer of the NSWIS.

Contract employment refers to full, and Part-Time Staff employed against established Roles in a specific Summer Olympic quadrennial period, for example a period from 2021 to 2024 (both inclusive).

Convenor means the NSWIS Manager, People & Culture.

Delegate means a person who has been delegated particular power(s) in accordance with a relevant authority.

Compulsory Superannuation Contributions means superannuation contributions made by NSWIS on a NSWIS Employee's behalf which are made in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth) as amended or replaced from time to time.

Crown Employees Award means the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009 as amended from time to time.

Full-Time means employment covered by this Agreement that constitutes working at least an average of 35 hours per week calculated over a period of 52 weeks, and **Full-Time Employee** means a person that is employed on a Full-Time basis and **Full-Time Employment** has the corresponding meaning.

GSF Act means the *Government Sector Finance Act 2018* (NSW) as amended or replaced from time to time.

GSE Act means the *Government Sector Employment Act 2013* (NSW) as amended or replaced from time to time.

GSE Regulation means the *Government Sector Employment Regulation 2014* (NSW) as amended or replaced from time to time.

GSE Rules means the *Government Sector Employment Rules 2014* (NSW) as amended or replaced from time to time.

IR Act means the *Industrial Relations Act 1996* (NSW) as amended or replaced from time to time.

NSWIS means the New South Wales Institute of Sport and or Institute of Sport Staff Agency.

NSWIS Consultative Committee means the committee by that name referred to in **clause 4.1**.

NSWIS Contracting Entity means Industrial Relations Secretary on behalf of Institute of Sport Staff Agency.

NSWIS Employees is a collective reference to all Staff Members from time to time who are covered by this Agreement.

Part-Time means employment covered by this Agreement that constitutes working less than 35 hours per week, where that employee's entitlements accrue accordingly on a pro-rata basis by reference to a 35-hour working week, and **Part-Time Employee** means a person that is employed on a Part-Time basis, and **Part-Time Employment** has the corresponding meaning.

Relative means a person related by blood, marriage, Affinity or Aboriginal kinship structures.

Role means the duties and responsibilities assigned to an employee covered by this Agreement, on a contracted basis, at the NSWIS.

Remuneration means and includes the Salary and any above Salary allowances (exclusive of Salary) and all Compulsory Superannuation Contributions.

Salary means the annualised rate of pay. Unless otherwise specified in this Agreement, Part-Time Employees receive Full-Time employment entitlements calculated on a pro-rata basis according to the number of hours an employee works in Part-Time Employment. Employment entitlements to types of paid leave will accrue on the equivalent pro-rata basis.

Senior Coordinator, People Development means the NSWIS Employee employed in that Role.

Service means a continuous period of employment for Salary purposes.

Staff means all employees employed in Roles in classifications graded from Grade 1 through to Grade 4 (inclusive) set out in **Schedule 1** of this Agreement, including all Full-Time Employees, Part-Time Employees and Casual Employees who are employed in those Roles, and the term **Staff Member** has a corresponding meaning.

Supervisor means the immediate supervisor of the area in which a Staff Member is employed, together with any other Staff Member authorised by the Chief Executive Officer or their Delegate to fulfil the function of a supervisor.

WHS Legislation means the *Work Health and Safety Act 2011 (NSW)*, the *Work Health and Safety Regulation 2011 (NSW)* each as amended or replaced from time to time, and the other applicable laws in force in New South Wales relating to workplace health and safety.

3. Application, Coverage and Scope

- 3.1 This Agreement applies to all Staff Members.
- 3.2 The Staff Members to whom this Agreement applies are entitled to the conditions of employment as set out in this Agreement.
- 3.3 Where conditions of employment are not stated in this Agreement the terms and conditions of the GSE Act, GSE Regulation, GSE Rules and the Crown Employees Award will apply to the extent that there is no inconsistency with the terms and conditions of this Agreement.

4. Parties

- 4.1 The parties to this Agreement are the NSWIS Contracting Entity on the first part, and NSWIS Staff on the second part as represented by the NSWIS Consultative Committee listed below in the table, and future employees employed in the operations of NSWIS.

Name	Surname	Position
Wayne	Earl	Manager People and Culture
Najat	Khoury	Senior Coordinator People and Culture
Samantha	Moses	Executive Assistant
Evan	Jeanguyot	Physiotherapist
Rebecca	Rippon	Head Coach Water Polo
Chris	Yeomans	Senior Coordinator Talent
Alex	Natera	Manager, Sport Science

5 Statement of Intent

5.1 The purpose of this Agreement is to provide a customised industrial relations framework that supports the achievement of organisational outcomes in a high-performance environment.

6 Work environment and culture

6.1 Leadership, position and culture

NSWIS is committed to strengthening and maintaining a high-performance environment that:

- a) Has clear purpose and direction.
- b) Encourages Staff Members to support each other in a team environment branded “Team NSWIS”.
- c) Develops and progresses NSWIS Employees and retains identified talent.
- d) Celebrates success and empowers people to achieve outcomes.
- e) Works collaboratively with key stakeholders.

7 Work health and safety

In consultation with its Staff, NSWIS will develop strategies aimed at achieving and maintaining a safe and healthy workplace in accordance with WHS Legislation.

8 Remuneration

8.1 Annualised Salary

- a) The calculation of a NSWIS Employee’s Salary in accordance with **Schedule 1** covers all incidences of a NSWIS Employee’s employment including, but not limited to penalties, loadings, allowances (other than those referred to below, in **clause 8.1(b)** and elsewhere in this Agreement), additional hours worked, travel time, work outside normal business hours, overtime, work performed on public holidays, and leave loading. Allowances excluded from

the operation of this clause are those which are payable for additional responsibilities and are listed elsewhere in this Agreement.

- b) Allowances are payable in addition to the Salary where those allowances represent payment for work done by a NSWIS Employee at a higher level than that which they are employed pursuant to.
- c) The Salary amounts specified in **Schedule 1** constitute the totality of amounts payable to a Staff Member exclusive of Compulsory Superannuation Contributions.
- d) The Compulsory Superannuation Contribution is calculated on the total Salary stated in **Schedule 1**.
- e) The Salaries prescribed in **Schedule 1**:
 - i) Will increase from 1 January in each year of the term of this Agreement; where
 - ii) The amount of that increase is prescribed in **Schedule 1**.
- f) The increases to Salary and related allowances take into account scheduled increases to Compulsory Superannuation Contributions rising to 11 per cent on 1 July 2023 and 11.5 per cent on 1 July 2024. In the event that either of these increases do not come into effect, then the Salaries in **Schedule 1** shall increase by 3% in the same year(s) instead of the percentage stated in **Schedule 1**.

8.2 Broad remuneration Grades

This Agreement prescribes the remuneration grades for NSWIS Staff shown at **Schedule 1**.

Variations to remuneration Grades

- a) Remuneration is to be paid in accordance with Schedule 1 subject to satisfactory performance. With the exception of where Cl 8.3 is activated.

8.3 Market Attraction Allowance

- a) This allowance may be paid where the Chief Executive Officer determines at their discretion that a person may be employed as an NSWIS Employee in a Role on terms which are better than those specified in **Schedule 1**. Specifically, NSWIS may employ a person above the established Salary and Remuneration thresholds for that Role where:
 - i) The strength and quality of the preferred candidate is demonstrably superior to other candidates; and
 - ii) There is identifiable evidence of no alternative, comparable candidate from the field; and
 - iii) Verifiable market evidence is available, to demonstrate that the exercise of the discretion is justifiable so that NSWIS can make a competitive offer to the preferred candidate.
- b) Recommendations from the Convenor for the exercise of the discretion are submitted for approval to the Chief Executive Officer.
- c) This allowance is to be treated as Salary for all purposes and is subject to annual general Salary increases and Superannuation.

8.4 Appointment

- a) New Staff employed in a Role may be assigned at any level within the relevant grade as specified in Schedule 1, depending on their experience, skills and qualifications.
- b) New Staff will be employed, in the first instance, on a probationary basis for a period that will normally not exceed 6 months. The probation period may be extended to a maximum of one year, at the discretion of the Chief Executive Officer on the recommendation of the Supervisor.

8.5 Salary progression

- a) Each Staff Member's performance will be formally appraised using NSWIS's Professional Excellence Plan (**PEP**) biannually.
- b) Incremental progression to the next step will only be considered where it can be demonstrated through PEP assessments that the Staff Member's performance, contribution and competency level is equivalent to that competency, experience and contribution level of the next higher step based on the recommendation of the Supervisor to the Chief Executive Officer. Recommendations will be considered on an annual basis considering organisational equity and funding.
- c) Incremental progression may only occur between steps in a particular grade/level assigned to that Role in consideration of **clause 8.5(b)**.
- d) Additional informal performance conversations will occur throughout the annual cycle.
- e) Accelerated increments may be considered where a PEP appraisal demonstrates that a Staff Member's competency, experience and contribution is that of a level higher than the next level. The Supervisor may recommend an accelerated increment for the consideration of the Chief Executive Officer.
- f) The Chief Executive Officer must approve all Salary progressions.

9 Terms of Engagement

9.1 External funding is sourced by NSWIS and is provided in accordance with the Summer Olympic and Summer Paralympic quadrennial. NSWIS Staff to whom this Agreement applies are employed in accordance with the Summer Olympic and Summer Paralympic cycle quadrennial period (for example, from 2021 to 2024 inclusive) on a Full-Time, Part-Time or Casual basis, including in each case for a fixed term or for a specific project.

9.2 Staff Members engaged in winter sports, where funding is provided in accordance with the Winter Olympic and Winter Paralympic quadrennial (for example from 2023 to 2026 inclusive) will be engaged in accordance with the Winter Olympic and Winter Paralympic quadrennial period, on a Full-Time, Part-Time, Casual basis, including in each case for a fixed term or for a specific project.

9.3 On cessation of employment, a Staff Member will be paid the monetary value of their accrued recreation leave and/or extended leave balance (where applicable) in the next available pay run.

9.4 Re-Employment

- a) A Staff Members' employment will (excluding fixed term/specific project) cease at the end of the relevant quadrennium. In determining and establishing the structure for the next quadrennium, based on funding and organisational and sport priorities, Roles may be established which are equivalent or similar to the previous quadrennium.
- b) Where a Role is established for the new quadrennium which is equivalent or similar to that of the previous quadrennial, and a Staff Member can demonstrate a capability match to the new Role, NSWIS may at its discretion consider offering new employment to the Staff Member.

- c) Where a Staff Member is offered employment for the next quadrennium, Service will be considered continuous for all purposes and calculated from the original commencement date of employment (and not the commencement of the next quadrennium).
- d) To ensure continuity of business, vacancies advertised with less than six months remaining in the quadrennium may at NSWIS's discretion be offered for the duration of the next quadrennium as well as the remainder of the current quadrennium.
- e) NSWIS will endeavour to provide confirmation to Staff regarding re-engagement for the new quadrennial by no later than 31 October of the last year of the quadrennium, however as NSWIS being able to do so can be dependent on individual sports signing partnership agreements with NSWIS, this might not always be possible. In such instances, contracts might be extended for short periods (e.g. 3 or 6 months) until partnership agreements are confirmed.

10 Types of Employment

Employees under this Agreement will be employed in one of the following categories:

- a) Full time
- b) Part-Time
- c) Casual

10.1 A Full-Time Employee is employed to work 35 hours per week averaged over 52 weeks.

10.2 A Part-Time Employee is employed to work less than 35 hours per week, where:

10.2.1 Unless otherwise specified in this Agreement, Part-Time Employees receive Full- Time entitlements on a pro-rata basis calculated according to the number of hours an employee works in a Part-Time Role or under such other Part-Time arrangements. Entitlements to paid leave will accrue on the equivalent pro-rata hourly basis.

10.2.2 The Salaries in **Schedule 1** (calculated pro-rata for Part-Time Employees) compensates the employee for but not limited to penalties, loadings, allowances (other than those referred to below, in **clause 8.1(b)** and elsewhere in this Agreement), additional hours worked, travel time, work outside normal business hours, overtime, work performed on public holidays, and leave loading. Allowances excluded from the operation of this clause are those which are payable for additional responsibilities and are listed elsewhere in this Agreement.

10.3 A Casual Employee is employed and paid as follows:

10.3.1 A Casual Employee will be employed by NSWIS and paid on an hourly basis

10.3.2 Casual employees shall be paid a loading in line with clause 12.3.2 of the Crown Employees Award.

10.3.3 The loadings specified in paragraph 12.3.2 of the Crown Employees Award are in recognition of the casual nature of the employment and compensate the employee for all leave, and all incidence of employment, except overtime

11 Hours of work

11.1 NSWIS recognises the nature of work in the sporting industry sometimes requires NSWIS Employees to work their required hours outside of normal office hours of 8.30am to 5.30pm Monday to Friday (inclusive).

- 11.2** Ordinary hours of work may be worked between Monday to Sunday (inclusive).
- 11.3** NSWIS Employees may be required to work such hours and at such times as are reasonably required to perform the duties required but only if it is reasonable for a NSWIS Employee to be required to do so. In determining what is reasonable, the Staff Member's prior commitments outside the workplace, particularly the Staff Member's Family responsibilities, community obligations or study arrangements shall be considered. Consideration shall be given also to the urgency of the work required to be performed, the impact on the operational commitments of the organisation and the effect on client services.
- 11.4** Where possible NSWIS will ensure that records regarding employee hours worked will be kept. The Supervisor has the authority to provide the employee with time off to ensure hours worked average 35 over 52 weeks.
- 11.5** Supervisors are responsible for monitoring the work hours of their Staff. Supervisors have an obligation to ensure employees work within the parameters of these clauses and health and safety requirements.
- 11.6** Staff Members are to take meal breaks of at least 30 minutes duration for every 5 hours worked.

12 Allowance for Temporary Assignments to Higher Non-Executive Roles

- 12.1** An NSWIS Employee covered by this Agreement who is temporarily assigned by the Chief Executive Officer to another Role covered by this Agreement at a higher classification of work than the employee's current classification of work shall be paid an allowance in accordance with the relevant provisions of the GSE Regulation.
 - 12.2** Where that Staff Member is not performing all the duties of the higher Role, they will be remunerated based on the proportion of the higher duties they are performing.
 - 12.3** Prior to the commencement of higher duties, the Chief Executive Officer will decide what proportion of the duties the Staff Member will be performing, after consulting with the Supervisor.
- 12.4 All payments made under this clause are considered salary for which superannuation is payable

13 Staff development and training

- 13.1** NSWIS and its Staff are jointly committed to ongoing professional development that is mutually beneficial. The NSWIS Staff Professional Development Plan for each NSWIS Employee (**PDP**) provides the framework for agreement of developmental priorities and performance feedback of each Staff Member.
- 13.2** Staff development and training activities include on-the-job training; external and internal training courses; attendance at conferences, seminars and events; coaching; shadowing; special projects; peer learning; higher duties; self-paced learning; mentoring; and, stakeholder visits.
- 13.3** Before planning to attend a staff development and training activity, Staff Members must have an active Personal Development Plan and are to obtain the approval of their Supervisor and the Senior Coordinator, People Development via a completed development application.
- 13.4** Approved staff development and training activities include those that:
 - a) are essential for the effective operation of the NSWIS, or
 - b) contribute to the professional development of the Staff Member and are of direct benefit to the NSWIS.
- 13.5** When a Staff Member attends an approved staff development and training activity:

13.5.1 The Staff Member will be recognised as performing normal duties.

13.5.2 The NSWIS will pay some or all of the course fees and other necessary out-of-pocket expenses associated with attending the activity. Staff receiving a higher duties allowance that would normally cover the duration of the course will continue to receive the allowance while attending the approved training or developmental activity.

14 Travel Arrangements

The NSWIS will reimburse reasonably incurred costs for accommodation, flights and meals for preapproved travel in Australia and overseas. Reasonable reimbursement is outlined in the applicable NSWIS guidelines which are based on GSF Act and the NSW Government Treasurer's Directions.

15 Leave

15.1 Study Leave - Study leave applies only to relevant and NSWIS-approved courses. The maximum amount of study leave is 10 working days per annum.

Where the manager approves the grant of study leave, the grant shall be subject to:

- a) The course being relevant to NSWIS; and
- b) Time being taken at the convenience of NSWIS; and
- c) Paid study leave does not exceed 10 days per year.

Study leave will count towards continuous Service. Study leave may be used for:

- Attending compulsory lectures, tutorials, exams, residential schools, field days etc. when held during working hours.
- Necessary travel
- Private study

Study leave may be granted to Full-Time and Part-Time Employees. Part-Time employees shall be granted on a pro-rata basis.

15.2 Special Leave - Olympic, Paralympic and Commonwealth Games

Employees selected in an official capacity for Commonwealth, Olympic or Paralympic events are entitled to up to 4 weeks paid special leave catering for event-specific competition periods to support Australian team(s) performance. An additional up to 4 weeks may be granted by Chief Executive Officer where pre-competition obligations are warranted.

16 Payment of membership/qualifications

Where, as identified through the Role Description for a specific Role, a professional membership or qualification is required to be obtained or renewed, the cost shall be borne by NSWIS. For the avoidance of doubt this commitment by NSWIS shall not apply to new employees who are required to have the professional membership or qualification at the time of commencement provided that if the membership or qualification is required to be renewed during the period of employment then the costs shall be borne by NSWIS.

17 Working remotely/from home

The Chief Executive Officer or their Delegate may approve applications by Staff Members to work remotely including from home on a temporary, fixed term, or regular basis in accordance with Public Service Commission's Flexible Working Guidance which can be found on the Public Service Commission's website.

18 Job sharing

18.1 Job sharing is a voluntary arrangement in which one job is shared between two Staff Members, who each work on a Part-Time basis. These Staff Members may be employed on a Part-Time basis or may be Full-Time Staff Members who are taking Part-Time leave without pay.

18.2 Staff Members who wish to enter into a job-sharing arrangement must apply to the Chief Executive Officer or their Delegate. If their application is approved, the Staff Members involved and NSWIS must agree to the job-sharing arrangement in writing.

18.3 The job-sharing arrangement will be fixed for a period of time which is operationally convenient but cannot exceed the term of employment of each NSWIS Employee concerned. Any continuation of the arrangement beyond this period will be subject to a satisfactory evaluation review, which will consider the success of the arrangement for both the Staff Members involved and NSWIS and the continued existence of the Role in the next quadrennial cycle.

18.4 If one of the Staff Members involved in a job sharing arrangement leaves the employment of NSWIS prior to the completion of the agreed period of that job-sharing arrangement, NSWIS will at its discretion consider the following options:

18.4.1 Offering the Role to the remaining job sharer alone on a continuing basis;

18.4.2 Advertising the Role to other NSWIS Staff Members on a Part-Time basis;

18.4.3 Advertising the Role externally on a Part-Time basis and recruiting a new job share employee; and

18.4.4 Transferring the remaining job sharer to a suitable Part-Time Role within NSWIS for the remainder of the period and recruiting a contracted employee to fill the Role

Unless otherwise agreed between NSWIS and the Staff Members involved, any NSWIS Staff Member who enters into a job-sharing arrangement will have the right to return to their original contracted Role at the end of the period of the job share arrangement. Where the original Role no longer exists, the Staff Member will be offered a Role for the remainder of the current quadrennium at their existing Salary for which they are qualified and have the capacity to perform after a reasonable period of time in the Role.

19 Grievance and dispute settling procedures

19.1 All grievances and disputes relating to the provisions of this Agreement will initially be dealt with as close to the source as possible. If required, graduated steps will be taken to resolve the grievance or dispute at higher levels of authority, in accordance with the NSWIS Grievance Handling and Dispute Resolution Policy or such policy of NSWIS which replaces it.

19.2 A Staff Member is required to notify their immediate Supervisor(s) in writing, outlining the substance of the grievance, dispute or difficulty, requesting a meeting to discuss the matter and, if possible, stating the remedy sought.

19.3 Where the substance of the grievance or dispute involves confidential or other sensitive material (including issues of harassment or discrimination under the Anti-Discrimination Act which make it

impractical for the Staff Member to notify their immediate Supervisor, the Staff Member may notify the next appropriate level of management, including the Chief Executive Officer or their Delegate.

- 19.4** The immediate Supervisor will convene a meeting regarding the grievance, dispute or difficulty within 2 working days of receiving the notification or, if that is not possible, as soon as practicable.
- 19.5** If the matter remains unresolved with the immediate Supervisor, the Staff Member may notify the appropriate person at the next level of management in writing, again outlining the substance of the grievance, dispute or difficulty, requesting a meeting to discuss the matter and, if possible, stating the remedy sought. This manager will respond within 2 working days or, if that is not possible, as soon as practicable. If the matter still remains unresolved, the Staff Member may continue to notify successive levels of management until the matter is referred to the Chief Executive Officer or their Delegate.
- 19.6** At any stage of the dispute and grievance settling procedure, the Staff Member may request to be represented by their union. In addition, the Chief Executive Officer or their Delegate or the Staff Member may refer the matter to mediation.
- 19.7** If the matter remains unresolved, the Chief Executive Officer or their Delegate will provide a written response to the Staff Member and any other party involved in the grievance, dispute or difficulty, outlining the action to be taken, or the reason for not taking action in relation to the matter.
- 19.8** The Staff Member, their union on their behalf, or the Chief Executive Officer or their Delegate may refer the matter to the New South Wales Industrial Relations Commission (**Commission**) if the matter is unresolved after the use of this procedure.
- 19.9** The Staff Member and NSWIS will agree to be bound by any order or determination by the Commission in relation to the dispute.
- 19.10** While this procedure is being followed, the Staff Member involved will continue to undertake the normal duties they performed before notifying their immediate manager of the grievance, dispute or difficulty unless otherwise agreed between the parties. In a case involving work health and safety, if practicable, normal work will proceed in a manner which avoids any risk to the health and safety of any Staff Member or member of the public.

20 Union access and membership fees

- 20.1** Staff Members may consult with their union, seek representation, distribute union information to other Staff, and attend workplace meetings during normal working hours.
- 20.2** Staff Members' rights for union representation, industrial action and union access to the workplace will be in accordance with the IR Act and WHS Legislation.
- 20.3** NSWIS will deduct union fortnightly membership fees from the pay of any Staff Member who is a member of a union in accordance with the union's rules, provided that the Staff Member has authorised NSWIS to make such deductions.
- 20.4** NSWIS will forward money deducted from Staff Members' pay to the union regularly, together with all necessary information to enable the union to reconcile and credit subscriptions to Staff Members' union membership accounts.
- 20.5** No further entitlements are available to Staff in relation to union consultation, access and activities.

21 Anti-discrimination

- 21.1** It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the IR Act 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.
- 21.2** It follows that in fulfilling the obligations under the grievance and dispute settling procedure described in **clause 19**, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilling these obligations for the parties to make application to vary any provision of the Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.
- 21.3** Under the Anti-Discrimination Act 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.
- 21.4** Nothing in this clause is to be taken to affect:
- 21.4.1** Any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 21.4.2** Offering or providing junior rates of pay to persons under 21 years of age;
 - 21.4.3** A party to this Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- 21.5** This clause does not create legal rights or obligations in addition to those imposed on the parties by the legislation referred to in this clause.
- 21.6** The parties to this Agreement note that employers and employees may also be subject to Commonwealth anti-discrimination legislation.

22 No extra claims

- 22.1** The parties agree that, during the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the NSWIS Employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Commission or any other industrial tribunal.
- 22.2** The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of this Agreement provisions.

23 Savings of rights

- 23.1** No Staff Member covered by this Agreement will suffer a reduction in the rate of pay or any loss or diminution of any conditions of employment because of the making of this Agreement.

24 Duration

This Agreement will commence to operate from 1 January 2023 and will remain in force until 31 December 2024 unless otherwise varied or rescinded.

Dated this day: 28th March 2023

Signed by and on behalf of the NSWIS

Kevin Thompson
Chief Executive Officer

Signed by and on behalf of Staff of NSWIS

Chirs Yeomans
Chair NSWIS CC

Schedule 1 – Remunerations Grades, all-inclusive Salary rates excluding Superannuation.

Grade	Level	Current Rate	2.53%	2.53%
		2022	2023	2024
GRADE 1	Level 1 - Entry	\$ 41,116	\$ 42,156	\$ 43,223
	Step 1	\$ 42,698	\$ 43,778	\$ 44,886
	Step 2	\$ 44,279	\$ 45,399	\$ 46,548
	Step 3	\$ 45,861	\$ 47,021	\$ 48,211
	Step 4	\$ 47,441	\$ 48,641	\$ 49,872
	Level 2 - Entry	\$ 49,022	\$ 50,262	\$ 51,534
	Step 1	\$ 50,605	\$ 51,885	\$ 53,198
	Step 2	\$ 52,186	\$ 53,506	\$ 54,860
	Step 3	\$ 53,767	\$ 55,127	\$ 56,522
	Level 3 - Entry	\$ 55,348	\$ 56,748	\$ 58,184
	Step 1	\$ 56,929	\$ 58,369	\$ 59,846
	Step 2	\$ 58,512	\$ 59,992	\$ 61,510
	Step 3	\$ 60,093	\$ 61,613	\$ 63,172
	Level 4 - Entry	\$ 63,254	\$ 64,854	\$ 66,495
	Step 1	\$ 64,835	\$ 66,475	\$ 68,157
	Step 2	\$ 66,420	\$ 68,100	\$ 69,823
	Step 3	\$ 67,999	\$ 69,719	\$ 71,483
	Level 5 - Entry	\$ 71,163	\$ 72,963	\$ 74,809
	Step 1	\$ 72,744	\$ 74,584	\$ 76,471
	Step 2	\$ 74,326	\$ 76,206	\$ 78,134
Step 3	\$ 75,907	\$ 77,827	\$ 79,796	
GRADE 2	Level 1 - Entry	\$ 79,069	\$ 81,069	\$ 83,120
	Step 1	\$ 80,651	\$ 82,691	\$ 84,783
	Step 2	\$ 82,233	\$ 84,313	\$ 86,446
	Step 3	\$ 83,814	\$ 85,934	\$ 88,108
	Level 2 - Entry	\$ 86,975	\$ 89,175	\$ 91,431
	Step 1	\$ 88,557	\$ 90,797	\$ 93,094
	Step 2	\$ 90,138	\$ 92,418	\$ 94,756
	Step 3	\$ 91,719	\$ 94,039	\$ 96,418
	Level 3 - Entry	\$ 94,883	\$ 97,284	\$ 99,745
	Step 1	\$ 96,465	\$ 98,906	\$ 101,408
	Step 2	\$ 98,046	\$ 100,527	\$ 103,070
	Step 3	\$ 99,627	\$ 102,148	\$ 104,732

Grade	Level	Current Rate	2.53%	2.53%
		2022	2023	2024
GRADE 3	Level 1 - Entry	\$ 102,790	\$ 105,391	\$ 108,057
	Step 1	\$ 104,370	\$ 107,011	\$ 109,718
	Step 2	\$ 105,953	\$ 108,634	\$ 111,382
	Step 3	\$ 107,534	\$ 110,255	\$ 113,044
	Level 2 - Entry	\$ 110,696	\$ 113,497	\$ 116,368
	Step 1	\$ 112,276	\$ 115,117	\$ 118,029
	Step 2	\$ 113,859	\$ 116,740	\$ 119,694
	Step 3	\$ 115,440	\$ 118,361	\$ 121,356
	Level 3 - Entry	\$ 118,602	\$ 121,603	\$ 124,680
	Step 1	\$ 120,183	\$ 123,224	\$ 126,342
	Step 2	\$ 121,767	\$ 124,848	\$ 128,007
	Step 3	\$ 123,349	\$ 126,470	\$ 129,670
GRADE 4	Level 1 - Entry	\$ 126,511	\$ 129,712	\$ 132,994
	Step 1	\$ 130,464	\$ 133,765	\$ 137,149
	Step 2	\$ 134,416	\$ 137,817	\$ 141,304
	Step 3	\$ 138,371	\$ 141,872	\$ 145,461
	Level 2 - Entry	\$ 142,323	\$ 145,924	\$ 149,616
	Step 1	\$ 146,278	\$ 149,979	\$ 153,773
	Step 2	\$ 150,231	\$ 154,032	\$ 157,929
	Step 3	\$ 154,185	\$ 158,086	\$ 162,086
	Level 3 - Entry	\$ 158,138	\$ 162,139	\$ 166,241
	Step 1	\$ 162,091	\$ 166,192	\$ 170,397
	Step 2	\$ 166,045	\$ 170,246	\$ 174,553
	Step 3	\$ 169,999	\$ 174,300	\$ 178,710

IN THE INDUSTRIAL RELATIONS COMMISSION

Matter no. 2022/00330761

Applicant:

Industrial Relations Secretary on behalf of the Natural Resources Commission Staff Agency

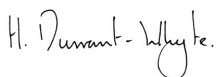
Undertaking

I, Professor Hugh Durrant-Whyte, Commissioner of the Natural Resources Commission, give the following undertakings with respect to the Natural Resources Commission (Staff Agency) Enterprise Agreement 1 July 2022 – 30 June 2024 (“the Enterprise Agreement”). In this undertaking, “staff” has the same meaning as in clause 2 of the Enterprise Agreement.

1. Notwithstanding the Enterprise Agreement, staff may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas.
2. The Natural Resources Commission Staff Agency undertakes to abide by clause 15A of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* as reviewed in October 2022, as amended from time to time, as though it were a clause in the Enterprise Agreement.
3. The Natural Resources Commission Staff Agency undertakes to abide by clause 84A of the *Crown Employees (Public Service Conditions of Employment) Reviewed Award 2009* as reviewed in October 2022, as amended from time to time, as though it were a clause in the Enterprise Agreement.

Employer name: Natural Resources Commission Staff Agency on behalf of the Government of NSW.

Signature:



Date: 12/12/2022